



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023371-26

In the matter of: Upstairs Unit, 1532 DUFFERIN PL
WINDSOR ON N8X3K5

Between: Osama Siddiqui Landlord

And

Christina Cushman Tenant

Osama Siddiqui (the 'Landlord') applied for an order to terminate the tenancy and evict Christina Cushman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 21, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,280.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.08. This amount is calculated as follows: \$1,280.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$9,060.00. The Tenant does not contest the amount owing.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant testified that

10. Section 83(3)(a) of the Act states that the Board must refuse to grant an eviction application where satisfied that “the landlord is in serious breach of the landlord’s responsibilities under this Act or of any material covenant in the tenancy agreement”. In order for this section to apply the breach must be significant in its impact on the Tenant and it must be ongoing as of the date of the hearing.
11. The Tenant alleged that on a unspecified date, the Tenant’s neighbour was aggressive and used a racial slur against her and made sexual advances towards her. The Tenant stated she called the police. However, she stated that the Landlord did not address the issue.
12. The Landlord stated that they were unaware of this incident.
13. I do not find the Tenant has proven on a balance of probabilities that the Tenant informed the Landlord of this incident. I found the Landlord’s Agent’s testimony to be consistent and straightforward and find it not unreasonable for him to take any action considering that he was not aware. Based on the Tenant’s own account of the incident, she complained to the police.
14. Even if I did find that the Landlord did not take the appropriate action, I am not satisfied that a single isolated incident amounts to a serious and ongoing breach of the Landlord’s obligations under the Act.
15. Pursuant to section 83(2) of the Act, I must also consider all of the circumstances in deciding whether to exercise discretionary relief from eviction under section 83(1).
16. The Tenant testified that they have not paid because of the on-going issues with another Tenant. In addition, the tenant had spine issues and is currently seeking an opportunity to do their surgery in the United States. She currently receives a monthly household income of \$2,600.00 and has expenses amount to \$850 excluding rent. The Tenant support states they would prefer a payment plan but if the tenancy is terminated, they would want till the end of July to move out.
17. The Landlord is seeking a standard order as they are private Landlord and facing a financial difficulty due to the Tenant’s non-payment.
18. I find that it would not be fair in the circumstances to impose a repayment plan as I am not satisfied that the Tenant would abide by it for two reasons. First, since the application was filed, the Tenant has not paid the rent in full, despite having a monthly household income that could cover their monthly rent. Second, the Tenant has testified that they chose to withhold the rent because of on-going issues with the neighbouring tenant.
19. Based on the evidence before me, I am not convinced the Tenant is able to comply with the terms of a payment plan given his evidence about his financial circumstances. As the hearing was held on May 21, 2026, and the order is being issued in June, the Tenant has already had considerable time to find another place to live or explore financial support to

help pay the arrears. I find that a further delay in the eviction/voiding date is not warranted and would be unduly prejudicial to the Landlord.

20. Accordingly, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,526.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$11,806.00 if the payment is made on or before July 3, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 3, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,849.68. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$42.08 per day for the use of the unit starting May 22, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 3, 2026, then starting July 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 4, 2026.

June 22, 2026
Date Issued

Vinuri Sivalingam
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 4, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$10,340.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,526.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 3, 2026

Rent Owing To July 31, 2026	\$11,620.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,806.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,663.68
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,849.68
Plus daily compensation owing for each day of occupation starting May 22, 2026	\$42.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	