



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Khan v Lobalu, 2026 ONLTB 42032

**Date:** 2026-06-03

**File Number:** LTB-L-023935-26

**In the matter of:** BASEMENT ROOM (B3), 61 BLACKWOOD  
CRES HAMILTON ON L8S3H6

**Between:** Wasi Uz Zaman Khan Landlord

**And**

Nakwa Lobalu Tenant

Wasi Uz Zaman Khan (the 'Landlord') applied for an order to terminate the tenancy and evict Nakwa Lobalu (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 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 \$700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$23.01. This amount is calculated as follows: \$700.00 x 12, divided by 365 days.
5. The Tenant has paid \$600.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$1,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$600.00 from the Tenant, and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$5.32, is owing to the Tenant for the period from December 23, 2025, to May 25, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
11. The Tenant seeks an opportunity to maintain the tenancy and repay the arrears owing. The Tenant lost his job in February, which led to the rental arrears. The Tenant is now working two jobs. He seeks to pay new rent as it comes due on the 1<sup>st</sup> of the month and \$150.00 per month towards arrears until they are paid off. He is also expecting a tax return more than the arrears owing and plans to use that to pay off the arrears sooner, if possible. The Tenant provided oral testimony regarding his monthly income and expenses, which support his proposal.
12. The Landlord has a mortgage and other expenses associated with the rental property and seeks a termination of the tenancy due to the arrears owing. He is opposed to the Tenant's repayment plan, as it would take an extended period of time to repay the arrears owing.
13. The Tenant provided financial information for the Board's consideration. Based on the Tenant's income and expenses, I am satisfied the Tenant could adhere to a repayment plan. Therefore, the Tenant's request for a repayment is granted. This preserves the tenancy and minimizes prejudice to the Landlord as if the Tenant does not comply with the order, the Landlord may bring an application to terminate the tenancy without further notice to the Tenant.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,686.00 for arrears of rent up to May 31, 2026 and the costs the Landlord incurred in filing this application.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

| Payment Date      | Payment Amount |
|-------------------|----------------|
| July 1, 2026      | \$150.00       |
| August 1, 2026    | \$150.00       |
| September 1, 2026 | \$150.00       |
| October 1, 2026   | \$150.00       |
| November 1, 2026  | \$150.00       |
| December 1, 2026  | \$150.00       |

|                  |                   |
|------------------|-------------------|
| January 1, 2027  | \$150.00          |
| February 1, 2027 | \$150.00          |
| March 1, 2027    | \$150.00          |
| February 1, 2027 | \$150.00          |
| April 1, 2027    | \$186.00          |
| <b>TOTAL</b>     | <b>\$1,686.00</b> |

3. If not previously paid, the Tenant shall pay the rent for the month of June 2026 by July 1, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2026 to April 1, 2027 or until the arrears are paid in full, whichever date is earliest.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

**June 17, 2026**  
**Date Issued**

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**Sean Ramage**  
 Member, Landlord and Tenant Board

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