



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

File Number: LTB-L-024461-26

In the matter of: BASEMENT UNIT, 155 ARMSTRONG CRES
BRADFORD ON L3Z0L3

Between: OKSANA ORLOVA Landlord

And

KARIM TOUQ Tenants
SYED ZAHIDUL

OKSANA ORLOVA (the 'Landlord') applied for an order to terminate the tenancy and evict KARIM TOUQ and SYED ZAHIDUL (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 26, 2026.

The Landlord, the Landlord's Legal Representative, Evgeny Aptekar, the Tenants, and the Tenant's Legal Representative, David Colaluca, attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenant, Karim Touq, advised the Board that the other Tenant listed in the application, Syed Zahidul, vacated the unit on December 31, 2025. Therefore, Karim Touq, should be the only named Tenant in this application.
2. However, I disagree that Syed should be removed from the title of proceedings. This is a joint tenancy and although Syed Zahidul has vacated the rental unit, he is still responsible for the ongoing rent arrears of the Tenant that remains in possession. There was no evidence provided to confirm that the Landlord had been provided with a formal notice of termination by Syed Zahidul or that he agreed to terminate the tenancy of the one joint Tenant.

3. I am also satisfied that the Tenant who had vacated the rental unit on or around December 31, 2025, had notice of the proceedings as he did attend the hearing today and was aware as to the reasons of today's proceedings.

L1 Application – Non-Payment of Rent

4. 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.
5. As of the hearing date, one Tenant, Karim Touq, was still in possession of the rental unit.
6. The lawful rent is \$2,000.00. It is due on the 10th day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
8. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to the date of the hearing are \$11,000.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from Eviction:

12. Pursuant to subsection 83(2) of the Residential Tenancies Act, 2006 (the "Act"), the Board is required to consider "all of the circumstances" to determine whether or not it would be unfair to refuse eviction, delay eviction or put in place some sort of conditional order.
13. The Landlord seeks a standard order terminating the tenancy and evicting the Tenants because the Tenants have not paid any rent since August 2025. The Landlord's Legal Representative submitted that the current Tenant in possession of the rental unit, had not responded to their proposed rent payment plan, nor did they present their own proposed rent payment plan. As the Tenant has not paid rent to the Landlord for several months, the arrears continue to grow.
14. The Tenant testified that when the other Tenant, Syed Zahidul, moved out in December 2025, the Landlord had agreed to reduce the monthly rent amount to \$1,800.00. The Landlord's Legal Representative submitted that no such agreement had been put in place.
15. The Tenant further testified that via messaging, the Landlord had given him an option prior to coming before the Board, that if he would return the keys and pay \$3,000.00, she would

not proceed further with this matter in front of the Board. When asked for a copy of this message, the Tenant claimed he had difficulties uploading this onto the Portal so that we could review it.

16. To allow the Tenant the opportunity to confirm his testimony, I stood the matter down for 10 minutes so that the Tenant could upload screenshots of the message exchange onto the Portal.
17. Once the hearing was resumed, the Tenant stated that he still had difficulties uploading the messages. However, the Landlord's Legal Representative uploaded a screenshot of the message exchange in question – DOC ID 8035251 – Exhibit 1. This shows the message exchange between the Landlord and Tenant where the Tenant wrote to the Landlord on February 24, 2026, that he lost his job, was trying to make the payment owing, and will be moving out by Monday at which time he will bring the keys and the payment. To this message the Landlord responded that the Tenant has not been responding to her messages or calls. She also wrote, and I quote: "However, I am willing to stop everything immediately if you either bring \$3,800 in full or send an e-transfer and return the keys without delay. Please let me know today how you intend to proceed."
18. The Tenant did not respond to her message and on March 12, 2026, the Landlord messaged the Tenant again asking when he would be moving out.
19. The Tenant then offered to vacate the unit on or before June 10, 2026, and the outstanding arrears will be paid in full by that date.
20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Tenant's agreement to pay the arrears and vacate the unit, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I accept the Tenant's testimony that he intends to vacate June 10, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of June 10, 2026, the date the Tenant currently in possession of the rental unit has agreed to vacate the unit by.
2. Both the Tenants shall pay to the Landlord \$11,186.00. 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.
3. The Tenants shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting June 11, 2026, until the date the remaining Tenant currently in possession of the rental unit moves out.
4. If the Tenants have not paid the Landlord the full amount owing on or before June 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 11, 2026, at 4.00% annually on the balance outstanding.

5. If the unit is not vacated on or before June 10, 2026, then starting June 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 June 11, 2026.

June 29, 2026

Date Issued

Farzana Kanji

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 December 11, 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 Tenants must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$11,000.00
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,186.00
Plus daily compensation owing for each day of occupation starting June 11, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	