



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1944834 Ontario Inc. v AL MOHAMAD, 2026 ONLTB 49028

Date: 2026-06-25

File Number: LTB-L-032807-26

In the matter of: 87 FIELDWAY DR
Hamilton ON L9A2L5

Between: 1944834 Ontario Inc. Landlord

And

ALI AL MOHAMAD Tenants
MOURA RAMADAN AL DIAB

1944834 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict ALI AL MOHAMAD and MOURA RAMADAN AL DIAB (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on June 15, 2026.

The Landlord's Legal Representative, Edwin Alexander, the Landlord, Moe Hamzehian and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, a termination order shall be issued terminating the tenancy between the Landlord and the Tenants.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On April 10, 2026, the Landlord gave the Tenants an N8 notice of termination deemed served on the same date. The notice of termination contains the following allegations: the Tenants have paid the rent late 8 months in a row, from September of 2025 through April of 2026.

4. Mr. Alexander submitted that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st of each month. The Tenants agreed that the rent had been paid late persistently.
5. Mr. Alexander further stated that the Tenants have not paid rent for April, May or June of 2026.
6. The Tenants stated that they are suffering serious financial difficulty and that they have no source of income. Mr. Mohamad stated that he and his wife applied for OSAP but only his wife was successful with that school funding.
7. Based on the fact that the Tenants have no source of income, I am not going to order a conditional order as that would be unfair to both parties.
8. Both parties agreed to an eviction date of August 15, 2026 to allow the Tenants a little extra time to hopefully find other supportive housing.

Daily Compensation and Deposit

9. The Tenants were required to pay the Landlord \$4,158.86 in daily compensation for use and occupation of the rental unit for the period from July 1, 2026 to August 15, 2026.
10. Based on the monthly rent, the daily compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,700.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$160.79 is owing to the Tenant for the period from January 1, 2024 to June 15, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

14. 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 postpone the eviction until August 15, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before August 15, 2026.
2. If the unit is not vacated on or before August 15, 2026, then starting August 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. 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 August 16, 2026.
4. The Tenants shall pay to the Landlord \$4,158.86, which represents compensation for the use of the unit from July 1, 2026 to August 15, 2026.
5. The Tenants shall also pay the Landlord compensation of \$90.41 per day for the use of the unit starting August 16, 2026 until the date the Tenants move out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,860.79 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
8. The total amount the Tenants must pay the Landlord is \$1,484.07.
9. If the Tenants do not pay the Landlord the full amount owing on or before August 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 16 2026 at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Carrie Bertrand
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 of the Tenant expires on February 15, 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.