



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Ashraf v Brooks, 2026 ONLTB 49126

Date: 2026-06-23

File Number: LTB-L-026893-26

In the matter of: 101 LIVINGSTON RD
MILTON ON L9T6J7

Between: Fawad Ashraf Landlord

And

Shardae Brooks Tenants
Leon Lyttle

Fawad Ashraf (the 'Landlord') applied for an order to terminate the tenancy and evict Shardae Brooks and Leon Lyttle (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

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

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on June 16, 2026.

The Landlord, the Landlord's Legal Representative Christopher Williams and the Tenant Shardae Brooks (the 'Tenant') attended the hearing

Determinations:

Adjournment Request

1. The Tenant requested an adjournment of the hearing, as she had submitted that she had just had surgery and just returned home the day prior to the hearing. The Tenant submitted that she is in too much pain and would be unable to focus on the hearing.

2. When queried as to the status of the other named Tenant, the Tenant submitted that that Tenant was required to attend another court hearing for an employment related issue.
3. The Tenant was further queried as to why no one contacted the Landlord or the Board about the surgery to which the Tenant replied that the surgery was recent and that she had just intended on requesting the adjournment at the hearing.
4. The Board's *Interpretation Guidelines* outlines the following considerations when faced with an adjournment request:
 1. the reason for the adjournment and position of the parties;
 2. the issues in the application;
 3. any prejudice that may result from granting or denying the request;
 4. the history of the proceeding including other adjournments or rescheduling;
 5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
5. Having considered the evidence of both parties, I had found that the request for the adjournment would be too prejudicial to the Landlord considering the amount of the arrears, and the utility costs that were also claimed in the Landlord's application. Further, the Tenant knew or ought to have known that she should have advised the Landlord or the Board of her intended adjournment request in advance of the hearing and as such, the adjournment request was denied.

Landlord's L1 Application

6. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$3,075.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$101.10. This amount is calculated as follows: \$3,075.00 x 12, divided by 365 days.
10. The Tenants have paid \$6,150.00 to the Landlord since the application was filed.
11. The rent arrears owing to June 30, 2026, are \$6,150.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$3,000.00 from the Tenants 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.

14. Interest on the rent deposit, in the amount of \$221.28 is owing to the Tenants for the period from April 30, 2023, to June 16, 2026.
15. The Tenant acknowledged the arrears.

Landlord's L2 Application

16. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 10 times since September 2025.
17. As of the date of the hearing, the last payment the Landlord received from the Tenants was on May 21, 2026, and the Tenants had yet to pay June's rent. The Tenant acknowledged on behalf of the Tenants that the rent has been paid late.

Landlord's s. 88.2 Claim

18. The Tenants are alleged to have failed to pay electricity and water costs that they were required to pay under the terms of the tenancy agreement to Halton Region and Milton Hydro. The Landlord testified that the hydro and water accounts are on one bill and that the payments by the Tenants to the utility provider were only covering the electricity portion of the bill.
19. While the Tenant somewhat disputed what the total utility costs might be, no evidence was produced of any other payments. The Tenant acknowledged that the Tenants are responsible for the utility costs and have failed to make same, resulting in the costs being added to the Landlord's Property Tax bill.
20. As such, I am satisfied on a balance of probabilities that the Landlord has incurred reasonable out-of-pocket expenses of \$1,557.72 as a result of the Tenants' failure to pay electricity and water costs.

Relief from Eviction

21. The Tenant proposed a payment plan whereby the monthly rent would be paid on or before the 1st of each month starting July 1, 2026, and that an additional arrears payment of \$528.00 would be made on the 15th of each month. The Tenant testified that they Tenants have four children ages 17, 15, 10 and 5.
22. That said, the Tenants had just completed a prior payment plan that took them into September of 2025 and have now found themselves in arrears and paying rent late again. As such, a further payment plan I find would be prejudicial to the Landlord to have to continually worry that the Tenants will not pay their rent, pay it late, or not pay their utilities. As such, the Tenants will be given until the end of July to either void the order, or to vacate the unit. If the Tenants are able to void the order, then a s. 78 conditional order will activate, requiring the Tenants to pay the rent in full and on time for a period of one year.
23. 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 July 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$6,336.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,411.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 31, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,657.32. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$101.10 per day for the use of the unit starting June 17, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 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 August 1, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenants void the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.

11. The Tenants shall pay the Landlord the monthly rent due on or before the first day of the month for the period starting August 1, 2026, to July 1, 2027.
12. If the Tenants fail to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenants, for an order terminating the tenancy and evicting the Tenants.
13. The Tenants shall also pay to the Landlord \$1,557.72, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
14. If the Tenants do not pay the Landlord the full amount owing on or before July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 23, 2026
Date Issued

Jagger Benham
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 1, 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 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	\$12,300.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,150.00
Total the Tenants must pay to continue the tenancy	\$6,336.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$15,375.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,150.00
Total the Tenants must pay to continue the tenancy	\$9,411.00

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

Rent Owing To Hearing Date	\$10,842.60
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,150.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$221.28
Total amount owing to the Landlord	\$1,657.32
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$101.10 (per day)