



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

File Number: LTB-L-030368-26

In the matter of: A, 66 CHURCH ST
KITCHENER ON N2G 2S2

Between: 2614135 ONTARIO INC. Landlord

And

EZZELDIN TAHOUN Tenant

2614135 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ezzeldin Tahoun (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

Only the Landlord's legal representative, Irina Karyakina attended the hearing.

As of 9:56am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue:

Is the Notice of Termination invalid?

1. The Landlord gave the Tenant an N4 Notice to Termination ('N4 notice') on March 17, 2026 with a termination date of April 1, 2026.
2. Within the N4 notice table, the Landlord identified the arrears charged and rent paid for the period March 1, 2025 to March 1, 2026. The N4 correctly identifies the amount of arrears for that 13-month period.
3. The N4 Notice must comply with s. 59(2) of the *Residential Tenancies Act, 2006* (the "Act") which states:

(2) The notice of termination shall set out the amount of rent due and shall specify that the tenant may avoid the termination of the tenancy by paying, on or before the

termination date specified in the notice, the rent due as set out in the notice and any additional rent that has become due under the tenancy agreement as at the date of payment by the tenant.

4. I must determine whether the N4 Notice served by the Landlord complies with s. 59(2) of the Act. In making that determination I must also apply s.212 of the Act which states:

Substantial compliance sufficient

212 (1) Substantial compliance with this Act respecting the contents of forms, notices or documents is sufficient. 2006, c. 17, s. 212.

When error still constitutes substantial compliance

(2) For greater certainty, an error in the contents of a form, notice or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under this Act.

5. The Landlord's representative submitted that N4 Notice calculates the rent charged at \$1,292.26 per month x 13 months, which included the month of March 2026. According to the Landlord, the N4 notice was served on March 17, 2026 by handing the document to the Tenant, which would make it clear that the month of March 2026 was included. The Landlord's legal representative further submits that there is no ambiguity in that the Tenant understands the period of time they have been in arrears and the N4 notice is clear in the amount that the Tenant was required to void the N4 notice.
6. I note that the calculation on the N4 notice as explained by the Landlord's legal representative for the 13-month period equals \$16,799.38.
7. In this case I find that the N4 Notice substantially complies with the Act and does not contain an error that significantly prejudices the Tenant's ability to participate this proceeding. The N4 Notice includes the correct amount of rent charged for the identified 13-month period, as well includes the amount the Tenant must pay to void the N4 notice. Accordingly, I find that the N4 notice is valid.

L1 Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,292.26. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$42.49. This amount is calculated as follows: \$1,292.26 x 12, divided by 365 days.

12. The Tenant has paid \$1,460.00 to the Landlord since the application was filed.
13. The rent arrears owing to June 30, 2026 are \$19,216.16.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,200.00 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.
16. Interest on the rent deposit, in the amount of \$11.60 is owing to the Tenant for the period from January 1, 2026 to June 17, 2026.
17. The Landlord's legal representative stated that the property manager attempted to reach a payment plan agreement with the Tenant on May 8, 2026 via telephone and the Landlord's legal representative sent an email to the Tenant on June 12, 2026, without success. The Landlord's legal representative stated they were unaware of any reasons to delay or deny the eviction.
18. 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:**
 - \$19,402.16 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$20,694.42 if the payment is made on or before July 6, 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 6, 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 6, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,620.63. 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 Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$42.49 per day for the use of the unit starting June 18, 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 6, 2026, then starting July 7, 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 7, 2026.

June 25, 2026
Date Issued

Angela Smith
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 7, 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	\$20,676.16
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,460.00
Total the Tenant must pay to continue the tenancy	\$19,402.16

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 6, 2026

Rent Owing To July 31, 2026	\$21,968.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,460.00
Total the Tenant must pay to continue the tenancy	\$20,694.42

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

Rent Owing To Hearing Date	\$20,106.23
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,460.00
Less the amount of the last month's rent deposit	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$11.60
Total amount owing to the Landlord	\$17,620.63
Plus daily compensation owing for each day of occupation starting June 18, 2026	\$42.49 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	