



**Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: KHAN v JASSEM, 2026 ONLTB 49956

Date: 2026-06-26

File Number: LTB-L-034919-26-SA

In the matter of: 127 BENDEMERE RD
PARIS ON N3L0M7

Between: SARFRAZ AHMED KHAN
BUSHRA GHANI

Landlord

And

RUSOL HAMMADI JASSEM
ASIA MOUSSA KAZEM
SOUD AL FEDANY

Tenant

SARFRAZ AHMED KHAN and BUSHRA GHANI (the 'Landlord') applied for an order to terminate the tenancy and evict RUSOL HAMMADI JASSEM, ASIA MOUSSA KAZEM and SOUD AL FEDANY (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on March 23, 2026 with respect to application LTB-L-002551-26.

The Landlord's application was resolved by order LTB-L-034919-26, issued on April 27, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-034919-26.

This motion was heard by videoconference on June 22, 2026.

The Landlord's Legal Representative, YUVRAJ BHULLAR, the Landlord, BUSHRA GHANI, and the Tenant, RUSOL HAMMADI JASSEM, attended the hearing.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on March 23, 2026 with respect to application LTB-L-002551-26; specifically, the Tenant failed to pay the Landlord \$2,500.00 on or before April 20, 2026.

2. The Tenant did not contest the breach and testified that she was hospitalized on or about April 20, 2026 and her family members did not have access to her finances to pay the Landlord on April 20, 2026.
3. The Tenant testified that she was shot on February 21, 2026 and has since been experiencing health issues as metal fragments remain in her body. The Tenant testified that she was admitted into Oakville Trafalgar Memorial Hospital on April 19, 2026 and was transferred to Hamilton General Hospital for surgery to remove a metal fragment in her body. The Tenant testified that she was discharged on April 21, 2026 and was heavily medicated.
4. The Tenant testified that her retired parents, her sister with two children, aged 4 and 5, her 16-year-old daughter, and her other adult sister resides in the rental unit with her.
5. The Tenant acknowledged that she paid the rent for May 2026 late on May 6, 2026. The Tenant explained that the Landlord informed her that her family was being evicted so she thought that her last month's rent deposit would apply to May 2026. However, the Tenant was unable to find alternative housing and thus, filed the motion to set aside on May 6, 2026 and paid the Landlord the rent for May to preserve the tenancy.
6. The Landlord opposed the Tenant's motion submitting that the Tenant's sisters could have made the payment on April 20, 2026 and that the Tenant knew the consequence of not complying with the order issued.
7. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-034919-26. I accept the Tenant's evidence that the breach of the order was due to an unexpected health issue. The Tenant's testimony was consistent and a report from Oakville Trafalgar Memorial Hospital dated April 19, 2026 corroborates the Tenant's evidence that she was experiencing health issues.
8. There is no dispute that the Tenant paid the Landlord the balance outstanding on May 20, 2026 pursuant to the terms of the order. Other than the April 20, 2026 and May rent, the Tenant has been in compliance with the order. Neither payment was extremely late. The Tenant paid on April 22, 2026 and May 6, 2026, respectively. The Tenant's rent payments for April 2026 and June 2026 were on time and in full. In my view, this demonstrates that the tenancy is viable going forward and the Tenant has the ability to pay the rent on time and in full.
9. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. Given that the amount outstanding in order LTB-L-002551-26 has been paid in full and the Landlord has been made whole, I find that it would not be unfair to set aside order LTB-L-034919-26.
10. While the Landlord's Legal Representative submits that the Landlord has experienced financial hardship, there was no evidence before the Board to indicate what hardship or negative impact the Landlord has experienced due to this tenancy. Considering the Tenant's circumstances and household composition, I find the prejudice to the Tenant in terminating the tenancy outweighs the prejudice to the Landlord in continuing the tenancy. The previous order requires the Tenant to pay the monthly rent on time and in full until

March 2027 and this would alleviate any prejudice to the Landlord as the Landlord is able to apply to terminate the tenancy under section 78 of the Act if there is another breach.

It is ordered that:

1. The motion to set aside Order LTB-L-034919-26, issued on April 27, 2026, is granted.
2. Order LTB-L-034919-26, issued on April 27, 2026, is set aside and cannot be enforced.
3. The previous order issued on March 23, 2026 with respect to LTB-L-002551-26 remains in full force and effect.

June 26, 2026
Date Issued

Vicky Liu
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.