



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

File Number: LTB-L-021960-26

In the matter of: 912, 2 SECORD AVE
EAST YORK ON M4C2C3

Between: 2 SECORD INC. Landlord

And

TABINA LATIF SHAIKH Tenant

2 SECORD INC. (the 'Landlord') applied for an order to terminate the tenancy and evict TABINA LATIF SHAIKH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 27, 2026.

The Landlord's Legal Representative, Sharon Harris, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,929.69. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.44. This amount is calculated as follows: \$1,929.69 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$13,269.69, which is not disputed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,890.00 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.

9. Interest on the rent deposit, in the amount of \$15.98 is owing to the Tenant for the period from January 1, 2026, to May 27, 2026.
10. The Landlord sought a standard voidable eviction order.
11. The Tenant sought conditional relief from eviction in the form of a monthly payment plan, according to which they would pay \$5,000.00 within 30 days from the hearing date, \$1,000.00 on or before the end of June 2026, in addition to the remaining balance being paid on a monthly payment plan for a period of 12 months in the amount of \$621.31. The Tenant submitted that the \$5,000.00 would be coming from social assistance who approved the amount if a payment plan was ordered.
12. The Landlord's Legal Representative submitted the payment plan was prejudicial to the Landlord because the Tenant has failed to pay rent since October 2025 and has not made any good faith payments to the Landlord since the filing of the application. The Landlord's Legal Representative further submitted that the Landlord is not a finance company, and the Landlord has financial obligations to maintain the rental property.
13. I have considered both parties' circumstances, and I find that the proposed payment plan would be unduly prejudicial to the Landlord, given the amount of arrears and that the Tenant did not provide any documentation to support that the \$5,000.00 would be paid to the Landlord if a payment plan was offered within 30 days. In addition, I am not satisfied it is appropriate to order any relief from eviction including a payment plan, because according to the Tenant's evidence, her expenses including the monthly rent amount exceed her income, and I am not satisfied that she is able to afford payments toward the arrears. If the tenancy was to continue, I find it is more likely than not that the arrears would continue to grow.
14. Accordingly, 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:**
 - \$15,385.38 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,315.07 if the payment is made on or before July 7, 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 7, 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 7, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,332.90. 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 \$63.44 per day for the use of the unit starting May 28, 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 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 8, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 7, 2026, then starting July 8, 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 8, 2026.

June 26, 2026
Date Issued

Samantha Greaves
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 8, 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	\$15,199.38
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,385.38

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 7, 2026

Rent Owing To July 31, 2026	\$17,129.07
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,315.07

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

Rent Owing To Hearing Date	\$13,052.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,890.00
Less the amount of the interest on the last month's rent deposit	- \$15.98
Total amount owing to the Landlord	\$11,332.90
Plus daily compensation owing for each day of occupation starting May 28, 2026	\$63.44 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	