



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

File Number: LTB-L-034311-26

In the matter of: 7027 DUNROBIN WAY
MISSISSAUGA ON L5N6Y4

Between: JANARDHANA RAO ANUMALA SETTY Landlord
BHAGYA SUDHA ANUMALASETTY

And

SAMER AL-KHARBOUTLI Tenant
MOURRAN AL-RIFAI

JANARDHANA RAO ANUMALA SETTY and BHAGYA SUDHA ANUMALASETTY (the 'Landlord') applied for an order to terminate the tenancy and evict SAMER AL-KHARBOUTLI and MOURRAN AL-RIFAI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 23, 2026.

The Landlord and the first-named 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 \$3,400.00. It is due on the 23rd day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$111.78. This amount is calculated as follows: \$3,400.00 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 July 22, 2026, are \$20,900.00. The Tenant did not dispute the amount owing.

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 \$6,800.00 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 \$423.33 is owing to the Tenant for the period from November 23, 2023, to June 23, 2026.

Relief from Eviction:

10. 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 17, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Landlord requested a standard eviction order. The Landlord testified that this is the Landlord's only rental property, that the Landlord is also renting a separate place to live, and that the Landlord must continue to pay expenses for the rental property while receiving no rent. The Landlord also testified that they have had to borrow money from friends to meet their financial obligations. I find that further delay would cause prejudice to the Landlord.
12. The Tenant testified that he has not worked for approximately six months and does not currently have confirmed employment. Although he recently attended a job interview and hopes to obtain employment, there was no evidence before me of a confirmed job offer, start date, or income. The Tenant also testified that he has applied for ODSP, but there was no evidence that the application has been approved or that any payment is imminent. The Tenant did not present a reliable plan to pay the arrears or maintain the ongoing rent.
13. I have also considered the Tenant's personal circumstances. The Tenant lives alone, is approximately 53 or 54 years old, and testified that he has scoliosis. He stated that moving will be physically difficult and that he does not have anyone to assist him. He also testified that it will be difficult to find alternate housing without employment.
14. Based on the evidence before me, I am not satisfied that the tenancy is financially viable or that relief from eviction in the form of a payment plan would be appropriate. However, I find that a brief postponement is appropriate to provide the Tenant with a limited period of time to make moving arrangements.
15. Given the substantial arrears, the Tenant's unemployment, the absence of a reliable repayment plan, and the Landlord's financial hardship, I find that a longer postponement would be unfair to the Landlord. In all of the circumstances, postponing the eviction until July 17, 2026, appropriately balances the interests of both parties.

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:**
 - \$21,086.00 if the payment is made on or before July 17, 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 17, 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 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,574.45. 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 \$111.78 per day for the use of the unit starting June 24, 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 18, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 17, 2026, then starting July 18, 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 18, 2026.

June 29, 2026
Date Issued

Joy Xiao
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 18, 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 July 17, 2026

Rent Owing To July 22, 2026	\$20,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,086.00

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

Rent Owing To Hearing Date	\$17,611.78
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$6,800.00
Less the amount of the interest on the last month's rent deposit	- \$423.33
Total amount owing to the Landlord	\$10,574.45
Plus daily compensation owing for each day of occupation starting June 24, 2026	\$111.78 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	