



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-043913-26

In the matter of: 902, 15 COUGAR CRT
SCARBOROUGH ON M1J3E4

Between: Amaz Property Management Landlord

And

Abdulrahman Fteik Tenant

Amaz Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Abdulrahman Fteik (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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

Only the Landlord's Legal Representative Emily Barbati attended the hearing.

As of 2:11 p.m., 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:

L1 Application – Non-Payment of Rent

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 \$3,003.52. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.75. This amount is calculated as follows: \$3,003.52 x 12, divided by 365 days.

5. The Tenant has paid \$2,548.04 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$7,029.60.
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 \$1,100.00 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 \$204.42 is owing to the Tenant for the period from April 1, 2016 to June 23, 2026.

L2 Application – Persistent Late Payment of Rent

10. On May 15, 2026, the Landlord gave the Tenant an N8 notice of termination which indicated a termination date of July 31, 2026. The notice of termination states that the Tenant has persistently failed to pay rent on the date it was due.
11. By way of background, rent is due on the first day of each month in the amount of \$3,003.52.
12. The Tenant was in possession of the rental unit on the date the application was filed.
13. The Landlord's Legal Representative submits that from June 1, 2025 to May 1, 2026, the Tenant has paid their rent late each month in that period. The Landlord's Legal Representative confirmed that dates that payments were received from the Tenant by the Landlord as set out in the N8 notice of termination were accurate.
14. Based on the contents of the N8 notice of termination and the Landlord's Legal Representative's uncontested submissions and evidence, I am satisfied, on a balance of probabilities that the Tenant has persistently failed to pay rent on the date it was due. As of the date of this hearing the Tenant has not paid rent for June.

Relief from Eviction

15. The Landlord's Legal Representative seeks termination of the tenancy. The Landlord has attempted on several occasions to connect with the Tenant to discuss the rent arrears, the persistent late payment of rent and a possible payment plan but the Tenant did not respond.
16. The Landlord's Legal Representative was unaware of any factors to consider with respect to relief from eviction and the Tenant was not present at the hearing to provide any submissions. 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. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$5,178.91. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$98.75 per day for the use of the unit starting June 24, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
6. 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.
7. 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.

June 30, 2026
Date Issued

Sean Ramage
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 Tenant must pay as the tenancy is terminated

Rent Owing To June 23, 2026	\$8,845.37
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$2,548.04
Less the amount of the last month's rent deposit	-\$1,100.00
Less the amount of the interest on the last month's rent deposit	-\$204.42
Total amount owing to the Landlord	\$5,178.91
Plus daily compensation owing for each day of occupation starting June 24, 2026	\$98.75 (per day)