



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

File Number: LTB-L-027404-26

In the matter of: 1211, 2560 KINGSTON RD
SCARBOROUGH ON M1M1L8

Between: WJ Properties Landlord

And

Mahmood Anwar Tenants
Afroja Parvin

WJ Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Mahmood Anwar and Afroja Parvin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 10, 2026.

The Landlord's Legal Representative, Eric Steiman, and the Tenant, Mahmood Anwar, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,593.68. It is due on the 1st day of each month.
4. The Tenants have paid \$2,000.00 to the Landlord since the application was filed.
5. The rent arrears owing to June 30, 2026, are \$7,572.42, which is not disputed.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenants owe the Landlord is \$7,758.42.

8. The Tenants sought conditional relief from eviction in the form of a monthly payment plan, according to which they would pay \$400.00 per month toward the arrears starting July 15, 2026, in addition to the ongoing new rent starting July 1, 2025. In addition, the Tenant testified they have been Tenants since 2012.
9. The Landlord was not agreeable to this payment plan as the Landlord believes the Tenants cannot afford the payment plan, in addition, the Landlord has employees to pay, insurance to pay, utilities, building maintenance to pay, the Landlord requires and relies on the money coming in from rent to pay these expenses, and the Landlord is not a finance company to provide the Tenants with an interest free loan.
10. I have considered both parties' circumstances, and I find that the proposed payment plan would not be unduly prejudicial to the Landlord. I have also considered the prejudice to the Landlord, and that if the Tenants fail to comply with the payment plan that the Landlord has a remedy to proceed with an eviction as set out in my order.
11. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenants shall pay to the Landlord \$7,758.42 for arrears of rent up to June 30, 2026, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) On or before the 15th day of each month commencing July 15, 2026, to January 15, 2028, the Tenants shall pay the Landlord \$400.00 and;
 - b) On or before the 15th day of February 2028, the Tenants shall pay the Landlord \$158.42.
3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2026, to February 1, 2028, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and

requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 30, 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.