



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

Citation: JARZABEK v HASSANEIN, 2025 ONLTB 94388

Date: 2025-12-10

File Number: LTB-L-047836-25

In the matter of: APARTMENT 4, 3 TERRYELLEN CRES
ETOBICOKE ON M9C1H6

Between: KAREN JARZABEK Landlord

And

AHMED HASSANEIN Tenants
ROXANA ARGUELLO

KAREN JARZABEK (the 'Landlord') applied for an order to terminate the tenancy and evict AHMED HASSANEIN and ROXANA ARGUELLO (the 'Tenants') because:

- the Tenants has been persistently late in paying the Tenants' rent.

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

This application was heard by videoconference on October 8, 2025.

The Landlord, the Landlords Legal Representative, Michelle **Mont** and the Tenants attended the hearing. The Tenants spoke to Tenants Duty Counsel prior to the start of this proceeding.

This amended order is issued to correct clerical errors in the original order issued on December 10, 2025

Determinations:

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. This is a month-to-month tenancy. Rent is due on the 1st of the month.

Persistent Late Payment

3. For the reasons that follow, I find that the Tenants have persistently paid rent late.
4. On June 1, 2025, the Landlord gave the Tenants an N8 notice of termination.
5. I find that the N8 notice is in compliance with the *Residential Tenancies Act, 2006* ('Act'); the notice was given at least 60 days before the termination date (July 31, 2025) and the termination was the last day of a rental period.
6. Based on the Landlord's Legal Representative's submissions and evidence, the Tenants had not paid rent when it was due 28 out of 30 times from December 2022 to May 2025.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of said costs.
8. The Landlord's Legal Representative submitted that the Tenants had been late twice after the N8 notice.

Relief from Eviction: Section 83 Considerations

9. 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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. The Landlord's Legal Representative submitted that the Tenants has been late 2/5 months (June 2025 to October 2025), even after being served the N8 notice.
11. The Tenants testified that the tenancy should not be terminated. The Tenants testified regarding his current income and expenses, and that they can pay rent on time when it is due and he has been a Tenants for approximately 16 years. The Tenants also testified that to find similar accommodations, in the same area at the current lawful rent would be virtually impossible in the current market conditions. The Tenants testified that he has the ability to pay rent on time when rent is due, given that he is gainfully employed, but just recently has had a slow down with his employment.
12. The Landlord's Legal Representative submitted that the Landlord was seeking a termination of the tenancy, and further submitted that the Tenants late payments of rent were causing financial distress to the Landlord.
13. Based on the Tenants' evidence regarding his financial and personal circumstances and why he paid rent late during the period abovementioned. I am of the view that the Tenants will likely be able to pay rent in full and on time. I am of the view the Tenants should be given another opportunity to continue the tenancy provided he meets the conditions set out below, and that doing so would not be unfair. I make this finding for several reasons.
14. First, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (*Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (*Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.)).

15. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. In a case of persistent late payment, bringing the tenancy back into good standing is a simple matter of the Tenants starting to pay on time, which the Tenants should be given an opportunity to do so, therefore given this, it should be done rather than terminating the tenancy.
16. Second, compared to the other reasons a tenancy can be terminated, persistent late payment is a minor issue, in my opinion. In my view, it should not serve as a reason to terminate the tenancy unless it really cannot be remedied. Landlords are entitled to be paid on time, but eviction would be a serious consequence to a comparatively minor wrong.
17. Third, the prejudice to a landlord that results from a prompt payment order is minimal. The order ensures that the rent will immediately start to be paid on time. If any payment is late, the Landlord can obtain an eviction order under section 78 of the Act.
18. Finally, given the **Tenants'** long tenure in this tenancy, and the evidence submitted, it would seem the Tenants has the capacity and means to pay the rent on time, it is not appropriate in my view to terminate the tenancy and evict the Tenants where the Tenants seems to have this capacity.
19. I have considered all the evidence presented at the hearing and all of the oral testimony, although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
20. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The Landlord's application for eviction of the Tenants is denied if the Tenants **meet** the condition below.
2. The Tenants shall pay the full monthly rent on or before the 1st day of each month, commencing January 1st, 2026, and for 12 months thereafter up to and including December 1, 2026.
3. If the Tenants **fail** to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for

an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before December 21, 2025, the Tenants will start to owe interest. This will be simple interest calculated from December 22, 2025 at 4.00% annually on the balance outstanding.

December 10, 2025

Date Issued

Panagiotis P. Roupas

Member, Landlord and Tenant Board

January 14, 2026

Date Amended

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 Tenants expires on June 22, 2026 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.