



Order under Section 69 Residential Tenancies Act, 2006

Citation: One225 York Mills Apartments Limited v Ayalin, 2026 ONLTB 4443

Date: 2026-01-13

File Number: LTB-L-087564-25

In the matter of: 701, 1225 YORK MILLS RD
Toronto ON M3A0A6

Between: One225 York Mills Apartments Limited Landlord

And

Iris Ayalin Tenant

One225 York Mills Apartments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Iris Ayalin (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on January 5, 2026.

The Landlord's Legal Representative, Faith McGregor and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, a termination order shall be issued terminating the tenancy between the Landlord and the Tenant.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 19, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination contains the following allegations: the rent has persistently been paid late for the last 12 months. A ledger was attached showing that from October 1, 2024 to September 1, 2025, the rent has been paid late each month.
4. Ms. McGregor further submitted that since the N8 notice was served to the Tenant, the Tenant paid September's rent on January 1, 2026, October's rent on January 2, 2026, part of November's rent on January 2, 2026 and no rent was paid for December or January.

5. I am satisfied that the Tenant has persistently failed to pay the rent on the date that it was due.
6. The Tenant stated that she just needed a little more time to get her finances back on track and that she promised that she would pay her rent on time from now on.
7. Ms. McGregor questioned the Tenant on her current financial situation which included that the Tenant earns a gross monthly income of \$3,500.00, she pays rent of \$2,687.00 per month, she pays \$240.00 per month for public transportation, she pays \$120.00 per month for her phone, she pays \$80.00 per month for her internet and she pays \$185.00 per month for her hydro.
8. Based on the Tenant's insufficient monthly income, Ms. McGregor sought eviction of the Tenant.
9. I am satisfied that the Tenant's income is insufficient to support her current rent for this rental unit and as such, it would be unfair to issue a conditional order for the Tenant to pay rent on time for one year. I would be setting the Tenant up to fail as her income will not support her rent and other expenses.
10. As such, I am ordering termination of the tenancy.
11. Ms. McGregor advised me that an L1 order was issued on consent on December 16, 2025 which dealt with the claim for compensation and the rent deposit. As such, this order will only deal with termination.
12. 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 January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 February 1, 2026.
4. The Tenant shall pay the Landlord the application fee of \$186.00 by January 31, 2026.

5. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 13, 2026
Date Issued

Carrie Bertrand
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 July 25, 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.