



Order under Section 69 Residential Tenancies Act, 2006

Citation: One225 York Mills Apartments Limited v Samurah, 2026 ONLTB 4551

Date: 2026-01-12

File Number: LTB-L-089422-25

In the matter of: 709, 1225 YORK MILLS RD
Toronto ON M3A0A6

Between: One225 York Mills Apartments Limited Landlord

And

Lamin Samurah Tenant

One225 York Mills Apartments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Lamin Samurah (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.

Only the Landlord's Legal Representative, Faith McGregor attended the hearing.

As of 9:50 a.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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation 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 alleged that the Tenant has

persistently paid the rent late for the previous 12 months and attached a detailed ledger confirming this information.

4. Further, Ms. McGregor advised that since the N8 notice was served on the Tenant, the Tenant paid October's rent on November 4, 2025, November's rent on December 3, 2025, December's rent on December 15, 2025 and January's rent had not yet been paid.
5. On the basis of the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.
6. The Landlord's Legal Representative sought eviction of the Tenant.
7. Based on the fact that the Tenant has not attempted to pay their rent on time since the N8 notice of termination was served, I am ordering termination of the tenancy. Further the Tenant failed to attend today to provide me with their position on the matter.

Last Month's Rent and Compensation

8. The Tenant was required to pay the Landlord \$3,377.52 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to January 5, 2026.
10. Based on the monthly rent, the daily compensation is \$93.82. This amount is calculated as follows: \$2,853.60 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,784.10 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$70.40 is owing to the Tenant for the period from January 1, 2025 to January 5, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
14. I asked the Landlord's Representative to disclose any circumstances that they were aware of in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the "Act") and she stated that she was not aware of any circumstances under this section.

Relief from Eviction

15. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) 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 23, 2026.

2. If the unit is not vacated on or before January 23, 2026, then starting January 24, 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 January 24, 2026.
4. The Tenant shall pay to the Landlord \$3,377.52, which represents compensation for the use of the unit from December 1, 2025 to January 5, 2026.
5. The Tenant shall also pay the Landlord compensation of \$93.82 per day for the use of the unit starting January 6, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,854.50 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$709.02.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026 at 4.00% annually on the balance outstanding.

January 12, 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 24, 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.