



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

File Number: LTB-L-063505-25

In the matter of: 5440 LONGFORD DR
MISSISSAUGA ON L5M6L4

Between: Shaffi Professional Corp. Landlord

And

Asif Aslam Tenant

Shaffi Professional Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Asif Aslam (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 October 21, 2025.

The Landlord's legal representative, Nabeel Hawandi and the Tenant attended the hearing.

Determinations:

1. On July 30, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges that the Tenant has persistently failed to pay the rent on the date it was due. The termination date on the N8 notice is October 7, 2025.
2. The Tenant did not contest the details and allegations in the N8 notice which indicates that from the period July 2024 to July 2025, the Tenant failed to pay the rent on time 13 months out of the 13-month period.
3. Rent is due on the 8th day of each month.
4. Based on the uncontested evidence, I find that the Tenant has persistently paid the rent late.
5. Since the N8 has been served, the Tenant paid the rent late in October but has paid both the September and October 2025 rent on time.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

7. 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.
8. The Landlord's legal representative sought an order terminating the tenancy. The Landlord's legal representative stated that a previous N8 notice of termination was given to the Tenant, however was withdrawn.
9. The Tenant testified that he has resided in the rental unit since 2016 and that he and the Landlord had a friendly relationship and late rent payments were common in which the Landlord did not seem to have an issue with. The Tenant further testified that he is willing and able to make rent payments on time going forward.
10. Although I note that the Landlord previously served the Tenant with an N8 notice of termination, it was withdrawn. The Tenant testified that he has resided in the rental unit since 2016 and that the parties historically had a cooperative and friendly relationship, during which late rent payments were common and were not objected to by the Landlord. The Tenant further testified that he is now willing and able to ensure that rent is paid on time going forward.
11. Based on the evidence before me, I find that termination of the tenancy is not appropriate at this time. While there is evidence of late payment of rent, I am satisfied that the Tenant understands his obligation to pay rent on time and has expressed a genuine commitment to do so, particularly by paying the September and October 2025 rent on time. Given the length of the tenancy, the prior course of conduct between the parties, and the withdrawal of the previous N8 notice, I find that a pay-on-time order is appropriate and strikes a fair balance between the parties' interests and the Landlord will be able to request a termination order should the Tenant fail to comply with the conditions of this order.
12. At the hearing, I issued an oral ruling that a pay-on-time order would be granted for the period from November 2025 to October 2026. However, given the date of this written Order, I find that it would be unfair and unenforceable to require the Tenant to comply with a pay-on-time condition for a period that has already passed. Accordingly, the pay-on-time order will instead be effective from **February 2026 to January 2027**.

It is ordered that:

1. The Landlord's application for eviction of the Tenant is denied on the condition that the Tenant shall pay the Landlord the monthly rent for the months of **February 2026 to January 2027** in full and by the **eighth** day of each corresponding month.
2. If the Tenant fails to make any of the payments in accordance with paragraph 1, and by the dates required then 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 set out in paragraph 1 of this order.

3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 26, 2026 at 4.00% annually on the balance outstanding.

January 14, 2026

Date Issued

Christina Philp

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.