



Order under Section 69 Residential Tenancies Act, 2006

Citation: Beaux Properties Management Company v Mahmoud, 2026 ONLTB 6717

Date: 2026-01-21

File Number: LTB-L-098196-25

In the matter of: 1004, 135 FENELON DR
NORTH YORK ON M3A3K7

Between: Beaux Properties Management Company Landlord

And

Sara Mahmoud Tenants
Alaa Alrewishdi

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy and evict Sara Mahmoud and Alaa Alrewishdi (the 'Tenants') because:

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

This application was heard by videoconference on January 14, 2026.

Only the Landlord, represented by Athena Metaxas, attended the hearing.

As of 12:23 PM, the Tenants were 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, in that the Tenants have been persistently late in paying rent. Therefore, the Landlord is entitled to seek termination of the tenancy.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On August 7, 2025, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the following allegations:
 1. January 2025 paid on February 4, 2025
 2. February 2025 paid on February 4, 2025

3. March 2025 paid on April 2, 2025
 4. April 2025 paid on April 2, 2025
 5. May 2025 paid on time
 6. June 2025 paid on time
 7. July 2025 not paid
 8. August 2025 paid on August 3, 2025
4. The Landlord has proven that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. Rent is considered late the day after it is due.
 5. Since being served with the notice and the filing of the application the Landlord and Tenants have worked together to set up automatic debit, which the Landlord informs has been successful in ensuring December and January rent was paid on time. The Tenants also paid the filing fee.
 6. 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. The Landlord submits they would like to preserve the tenancy and is not seeking to terminate the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meets the conditions set out below.
2. The Tenants shall pay to the Landlord the ongoing lawful rent in full and on time for a period of one year commencing February 1, 2026, through to and including January 1, 2027.
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 Tenant.

January 21, 2026
Date Issued

Jeanie Theoharis
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.