



Order under Section 69 Residential Tenancies Act, 2006

Citation: KAUR v ABDIRAHIM, 2026 ONLTB 6757

Date: 2026-01-23

File Number: LTB-L-070340-25

In the matter of: 314, 390 DIXON RD
ETOBICOKE ON M9R1T4

Between: Beant Kaur Landlord

And

Nabil Mohamed Abdirahim
Osman Mohamud Ahmed
2298467 Ontario Inc
Abdishakuur Abukar Hussein
Sharmarke Bishara Ali
Abdifatah Uggas
Tenants

Beant Kaur (the 'Landlord') applied for an order to terminate the tenancy and Evict Nabil Mohamed Abdirahim, Osman Mohamud Ahmed, 2298467 Ontario Inc, Abdishakuur Abukar Hussein, Sharmarke Bishara Ali and Abdifatah Uggas (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent;
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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 November 5, 2025.

The Landlord, the Landlord's legal representative, Yuvraj Bhullar, and the Tenant Sharmarke Bishara Ali attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities one of the grounds for termination of the tenancy and has not proven the other claimed ground. Therefore, the tenancy is continued subject to the conditions in this order. **If the Tenants fail to comply with the conditions in this order, the Landlord may apply to the Board for an eviction order without further notice to the Tenants.**

N8 Notice of Termination

2. On August 6, 2025, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the following allegations: in the 19 months between January 2024 and July 2025, the Tenants paid the rent late 15 times.
3. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 15 times in the past 19 months. Rent was paid late in each of the two months after the N8 notice was given.
4. However, the Tenants say that they paid the rent between the first and the fourth of the month throughout the tenancy without any issue. The payment history supports this. During the period covered by the N8 notice, there were only 4 months in which the rent was paid after the 4th, and only 7 in which it was paid after the 3rd.

N12 Notice of Termination

5. On August 6, 2025, the Landlord gave the Tenants an N12 notice of termination with the termination date of October 31, 2025. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by themselves and their child.
6. The Landlord has not proven that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
7. The Landlord says they wish to move into the rental unit because their current home is crowded with multiple generations living together, they would benefit from living in a single storey rather than a multi-storey home, and their child is getting to an age at which moving into a less crowded home would be beneficial.
8. However, under cross examination both the Landlord and their child referenced displeasure with the way the Tenants are occupying the rental unit: there are roommates that they are not familiar with, they have guests against the Landlord's wishes, and they feel the unit is dirty.

9. The Landlord previously served another N12 in 2023 which was withdrawn without a hearing. After serving the first N12, the Landlord and their family members had written and verbal conversations about increasing the rent in order to continue the tenancy. They stated to the Tenants directly that they received the N12 notice because 'I don't know the people living there or how much everyone is paying, \$2,000.00 is not enough'. The Landlords stated they had other people looking at the apartment and if the Tenants didn't agree to increase the rent by \$600.00 a family member would move in. Audio recordings and text messages between December 2023 and January 2024 were entered into evidence. The evidence shows that the 2023 N12 was issued in bad faith; at that time the Landlord's interest was increasing the rent.
10. Although the Landlord submits that their circumstances could have changed since the 2023 N12 and the 2024 conversations about increasing the rent, no evidence was led to support this submission other than an assertion that the Landlord has some surgical procedures in 2024. No documentation was provided and no testimony was given about the impact of the procedures on the Landlord's health and how any impacts would contribute to a good faith intention to move from their current home to the rental unit.

Compensation and filing fee

11. The Landlord has compensated the Tenants an amount equal to one month's rent by October 31, 2025. This amount shall be repaid within 30 days of this order.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

13. 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.
14. The Divisional Court has affirmed that eviction is a remedy of last resort: 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.)). Where it is possible for the Tenant to pay on time going forward, that should be ordered rather than terminating the tenancy.
15. Based on the evidence presented, I am satisfied that the Tenants paid the rent within the first few days of the month as a matter of habit without comment from the Landlord until other issues arose between the parties. As such, the late payments have not caused significant prejudice to the Landlord and can be rectified going forward.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. **The Tenants shall pay the rent in full and on time for the duration of the tenancy.**
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 Tenant shall return the N12 compensation within 30 days of this order, that is by February 22, 2026.
5. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlords the full amount owing by February 22, 2026, the Tenants will owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually.

January 23, 2026
Date Issued

Dawn Carr
Member, Landlord and Tenant Board

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