



Order under Section 69 Residential Tenancies Act, 2006

Citation: bclMC Realty Corporation c/o QuadReal Residential Properties G.P. Inc. v Shams,
2026 ONLTB 6739

Date: 2026-01-21

File Number: LTB-L-097075-25

In the matter of: 1112, 77 FINCH AVE E
Toronto ON M2N6H8

Between: bclMC Realty Corporation c/o QuadReal Landlord
Residential Properties G.P. Inc.

And

Ali Shams Tenants
Golsa Seddighi

bclMC Realty Corporation c/o QuadReal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Shams and Golsa Seddighi (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

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 January 12, 2026. The Landlord's Legal Representative, Faith McGregor, the Landlord's Agent, Sue Stevanovic, and the Tenant, Ali Shams ('AS'), attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, having considered all the disclosed circumstances pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), the tenancy shall be permitted to continue if the Tenants comply with the conditions ordered below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On November 11, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of January 31, 2026 (the 'N8 Notice'). The N8 Notice alleges that the Tenants persistently failed to pay the rent when it was due and payable 9 times from Dec 2024 to November 2025.

Persistently Late

4. Based on the evidence and submissions provided, I find 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. Details of the late payments are as follows:
 - rent for February, April, May, June and July 2025 was paid late; and
 - rent from August to November 2025 was not paid at all.
5. The Landlord's Legal Representative submitted that, since the N8 Notice was served, the rent for August to November 2025 was paid on November 22, 2025 and that the rent for December 2025 and January 2026 was outstanding.
6. AS did not dispute that the Tenants failed to pay the rent on the date that it was due and payable as set out in the N8 Notice and as submitted by the Landlord's Legal Representative.

Daily Compensation & Filing Fee

7. Based on the monthly rent, the daily compensation is \$140.19. This amount is calculated as follows: \$4,263.99 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction / Section 83 of the Act

9. The Landlord's Legal Representative requested termination of the tenancy, effective January 31, 2026 and submitted that the Landlord relies on the timely payment of the rent in order to administer and operate the residential complex.
10. AS was opposed to termination of the tenancy and stated that the Tenants could comply with an order to pay the rent in full and on time.
11. It was the AS' evidence that he is an architect and that the Tenants began having difficulty paying the rent on time due to changes in the market which led to a slow down in construction. However, AS stated that as interest rates have come down that construction projects are starting to come back and that he has been getting more work.
12. AS believed that the Tenants are able to pay the rent in full and on time as the other Tenant, who is his wife, is working full time and makes approximately \$3,500.00 per month and he anticipates making approximately \$7,000.00 to \$10,000.00 per month.
13. AS stated that if the Tenants were evicted it would be difficult to find a similar sized home in the same area. The Tenants have 2 young children who go to school in the area and so it would be stressful for them if they were forced to move and change schools. In light of this, AS requested delay of eviction until the end of June 2026 in the event that the conditional order was not granted.

Analysis

14. 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.
15. The Tenants have two young children in school and, based on AS' testimony, the Tenants believe they have sufficient income to be able to pay the rent in full and on time. In light of this, I find it appropriate in the circumstances to give the Tenants a chance to rehabilitate the tenancy. This will also provide the Landlord with consistency with respect to the rent payments. If the Tenants breach the conditions ordered, the Landlord will have swift recourse pursuant to s.78 of the Act.

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, on or before the 1st day of each and every month, for a period of 12 months, commencing February 1, 2026 to 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 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 Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing under paragraph 4 of this order, on or before February 1, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Rachel Gibbons
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 Tenants expires on August 2, 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.