



Order under Section 69 Residential Tenancies Act, 2006

Citation: AHMED v OSMAN, 2026 ONLTB 7200

Date: 2026-01-23

File Number: LTB-L-098239-25

In the matter of: 2309 EIGHTH LINE
OAKVILLE ON L6H7L7

Between: ALI AHMED Landlord

And

AMAR OSMAN Tenants
HIBA HAMID
OSMAN OSMAN

Ali Ahmed (the 'Landlord') applied for an order to terminate the tenancy and evict Amar Osman, Hiba Hamid and Osman Osman (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, Barrett Beaudoin, and the Tenant, Osman Osman ('OO'), attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 29, 2025, the Landlord gave the Tenants an N8 notice of termination, deemed served on November 3, 2025, with a termination date of January 31, 2026 (the 'N8 Notice'). The N8 Notice alleges that the Tenants failed to pay the rent on the date that it became due and payable 17 times from June 2024 to October 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 and payable. The rent is due on the 1st day of each month. The details of the late payment are as follows:

- rent for June, July, August, September, October, November and December 2024 was paid late; and
 - rent for January, February, March, April, May, June, July, Aug, Sept and October 2025 was paid late.
5. The Landlord's Legal Representative submitted that the Tenants have failed to pay the rent in full and on time since the N8 Notice was served and stated that the rent for November and December 2025 was not paid and that a late payment was received for the rent for January 2026.
6. OO disputed that the rent was paid late from June 2025 onward and stated that he reached an agreement with the Landlord, which allowed the Tenants to pay the rent on the 6th of each month. However, the Tenant had no documentary evidence such as an email or text message to support his testimony. Moreover, the payment history set out in the Tenants' ledger shows that the Tenants' rent payments were sporadic and were in many cases made well after the 6th of each month. In light of this, I was not satisfied that there was an agreement reached between the parties that allowed the Tenants to pay the rent on the 6th of each month.

Daily Compensation & Filing Fee

7. Based on the monthly rent, the daily compensation is \$184.11. This amount is calculated as follows: \$5,600.00 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 and submitted that this is the third time the Landlord has had to file an application against the Tenants due to rent issues. In this regard, the two prior applications were for non-payment of rent, which resulted in eviction orders being issued. However, the Tenants ultimately voided the orders by paying the amounts required in full. In light of the payment history, it was submitted that the Landlord was being squeezed financially and that the tenancy was not viable.
10. OO opposed termination of the tenancy and stated that the Tenants could comply with an order to pay the rent on time for a year. In this regard, it was OO's evidence that he had struggled to pay the rent previously because he had issues with his work and was not making very much money. However, he was promoted in or around the end of June 2025 and was now making a lot more money.
11. OO stated that he lives in the rental unit with his brother, sister-in-law and their 3 children, ages 2, 4 and 6 years old. Given they are a big family, OO requested two to three months delay of eviction if the request for a conditional order was denied.

Analysis

12. It was OO's evidence that he was promoted toward the end of June 2025 and that he started making a lot more money. However, the Tenants continued to pay the rent late for

several months thereafter. In light of this, I am not satisfied that the Tenants will pay the rent in full and on time going forward and so I do not find a conditional order to be appropriate in the circumstances.

13. I do not find OO's request to delay eviction for two to three months to be appropriate in the circumstances. I accept that the Tenants have a large family with three small children living with them. However, there was no evidence provided to support a delay of this length. In essence, it was OO's evidence that they had not been looking for placing and would need some time to find a new place and to pack and move.
14. That said, I do find some delay to be appropriate in the circumstances given the number of people living in the unit and the fact that three of them are small children.
15. Accordingly, 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. Any prejudice this delay may cause the Landlord is mitigated by the last month's rent deposit held by the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 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 March 1, 2026.
4. The Tenants shall also pay the Landlord compensation of \$184.11 per day for the use of the unit starting February 1, 2026 until the date the Tenants move out of the unit.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing under paragraph 5 of this order, on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 23, 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 September 1, 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.