



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ellwood Central v Rassouli, 2026 ONLTB 7327

Date: 2026-01-26

File Number: LTB-L-095882-25

In the matter of: 1209, 655 ANAND PVT
OTTAWA ON K1V2S2

Between: Ellwood Central Landlord

And

Spojmai Rassouli Tenant

Ellwood Central (the 'Landlord') applied for an order to terminate the tenancy and evict Spojmai Rassouli (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 January 19, 2026. Only the Landlord's Legal Representative, Grace George, attended the hearing.

As of 10:06 a.m., the Tenant was 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. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 7, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of January 31, 2026 (the 'N8 Notice'). The N8 Notice alleges that the Tenant failed to pay the rent when it was due and payable 6 times from May to October 2025.

Persistently Late

4. Based on the uncontested evidence of the Landlord, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The details of the persistent late payments are as follows:
 - rent for May to September 2025 was paid late; and
 - rent for October 2025 was late and only partially paid.
5. The Landlord's Legal Representative submitted that since the N8 Notice was served, the Tenant paid the rent late for November 2025, the December 2025 rent was paid on time, and the January 2026 rent remains unpaid.

Daily Compensation & Filing Fee

6. Based on the monthly rent, the daily compensation is \$80.31. This amount is calculated as follows: \$2,442.69 x 12, divided by 365 days.
7. 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

8. The Landlord's Legal Representative requested termination of the tenancy.
9. As the Tenant was not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlord's Legal Representative submitted that they were not aware of any such circumstances but did submit that the Landlord believes that the Tenant intends to vacate the rental unit at the end of the month as the Tenant gave the Landlord an N9 notice of termination with a termination date of January 31, 2026.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has persistently failed to pay the rent on the date that it is due and payable. The Tenant did not attend the hearing to dispute this or to request relief from eviction. As such, the Tenant shall have the standard 11 days to move out.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 6, 2026.
2. If the unit is not vacated on or before February 6, 2026, then starting February 7, 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 February 7, 2026.
4. The Tenant shall pay the Landlord compensation of \$80.31 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing under paragraph 5 of this order, on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 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 Tenant expires on August 7, 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.