



Order under Section 69 Residential Tenancies Act, 2006

Citation: Elm Place Inc. – 22 Elkhorn Drive v Khan, 2026 ONLTB 7398

Date: 2026-01-29

File Number: LTB-L-100267-25

In the matter of: 12, 22 ELKHORN DR
NORTH YORK ON M2K1J4

Between: Elm Place Inc. – 22 Elkhorn Drive Landlord

And

Omar Khan Tenant

Elm Place Inc. – 22 Elkhorn Drive (the 'Landlord') applied for an order to terminate the tenancy and evict Omar Khan (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, Sharon Harris, attended the hearing.

As of 10:32 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 September 24, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of November 30, 2025 (the 'N8 Notice'). The N8 Notice alleges that the Tenant persistently failed to pay the rent on the date that it was due and payable 10 times, from September 2024 to August 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 as set out in the N8 Notice. The rent is due on the 1st day of each month. The details of the late payments are as follows:
 - September, October and November 2024 were paid late; and
 - January, February, March, May, June, July and August 2025 were paid late.
5. The Landlord's Legal Representative submitted that the rents for September, October and November 2025 were also paid late and that the rent for December 2025 was not paid. An updated ledger was tendered as evidence in support of these submissions.

Daily Compensation, Filing Fee & Rent Deposit

6. The Tenant was required to pay the Landlord \$3,144.00 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to January 19, 2026.
7. Based on the monthly rent, the daily compensation is \$62.88. This amount is calculated as follows: \$1,912.49 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.
9. The Landlord is holding a last month's rent deposit in the amount of \$1,768.07. Interest on the last month's rent deposit in the amount of \$46.13 is owing to the Tenant for the period of January 1, 2025 to January 19, 2026.

Relief from eviction

10. The Landlord's Legal Representative requested termination of the tenancy considering the Tenant's late payment history and the administrative burden that it presents for the Landlord.
11. 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.
12. 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 as it would be prejudicial to the Landlord. 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 the allegations against them or to request relief from eviction. As such, the Tenant shall be given 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 9, 2026.
2. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 10, 2026.
4. The Tenant shall pay to the Landlord \$3,144.00, which represents compensation for the use of the unit from December 1, 2025 to January 19, 2026.
5. The Tenant shall pay the Landlord compensation of \$62.88 per day for the use of the unit starting January 20, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,814.20 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$1,515.80.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

January 29, 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 10, 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.