



AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006
and section 21.1 of the Statutory Powers Procedure Act

File Number: LTB-L-097295-25-AM

In the matter of: 4, 21 Denison Road East
Toronto ON M9N1B6

Between: Precious Properties Inc Landlord

And

Abdiaziz Mohamed Tenant

This amended order is issued to correct clerical errors in the original order. The corrections have been bolded and underlined for ease of reference.

Precious Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Abdiaziz Mohamed (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 December 22, 2025.

The Landlord's full-time employee, Helina Prescod, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, I have granted termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 12, 2025, the Landlord gave the Tenant an N8 notice of termination effective January 31, 2026. The notice of termination contains the following allegation: that

the Tenant has been late in the payment of rent 6 of the 6 months during the period June to November 2025.

4. 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. At the hearing the Tenant agreed that the dates of payment as set out in the attachment to the N8 Notice are accurate. The tenancy began in May 2025. The rent for June was not paid. The rent for July was paid on July 7th. The rent for August was paid on August 5th. The rent for September was paid on September 8th and a further payment on September 29th satisfied the accumulated arrears. October and November rent was not paid at the date of delivery of the N8.
5. After the service of the application, the Tenant paid October rent on November 29. At the date of the hearing the arrears of rent totalled \$2980.00.
6. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,490.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$24.39 is owing to the Tenant for the period from April 28, 2025 to December 22, 2025.
8. Based on the Monthly rent, the daily compensation for this unit is \$48.98. This amount is calculated as follows: $\$14980.00 \times 12$, divided by 365 days.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
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.
11. At the hearing, the Landlord's employee stated that the Landlord was prepared to preserve the tenancy with a conditional order if the Tenant were able to satisfy the rent arrears by January 15, 2026. The Tenant candidly admitted that this was not possible. He stated that he could pay \$500.00 per month over a period of 6 months. This offer was not acceptable to the Landlord.
12. I have considered not only the amount of the arrears but also the fact that this tenancy only began in May 2025 and the Tenant has been late with the payment of rent in every month of the tenancy. I do not consider this tenancy to be viable and therefore a conditional order is not appropriate.

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 January 31, 2026.

2. If the unit is not vacated on or before ~~February 11~~ **January 31**, 2026, then starting February 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 February 1, 2026.
4. Currently, the Landlord owes to the Tenant \$1297.00 which is comprised of the rent deposit plus interest minus the application filing fee. The Landlord is entitled to deduct from this amount \$49.98 for every day the Tenant remains in the unit starting February 1, 2026.

January 14, 2026
Date Issued

Christina Budweth
Member, Landlord and Tenant Board

January 28, 2026
Date Amended

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 12, 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.

