



Order under Section 69 Residential Tenancies Act, 2006

Citation: MLYM Inc c/o Minto Management Ltd v Taghva, 2026 ONLTB 9527

Date: 2026-01-30

File Number: LTB-L-084859-25

In the matter of: 1402, 750 York Mills Rd
Toronto ON M3B1X1

Between: MLYM Inc c/o Minto Management Ltd Landlord

And

Ali Taghva Tenant

MLYM Inc c/o Minto Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Taghva (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 3, 2025.

The Landlord's representatives Faith McGregor, and Martin Zarnett, and the Tenant attended the hearing.

The Landlord is no longer seeking per diem compensation and the application was amended accordingly.

Determinations:

1. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A landlord may give a tenant a notice of termination of their tenancy of any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will be terminated on February 10, 2026.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The rent is due on the first of each month and this is a month-to-month tenancy.
5. On October 7, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of December 31, 2025.
6. The notice of termination contains that for the period from October 1, 2024, to September 1, 2025, the Tenant paid the rent late 11 times out of 12 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period. The Tenant did not contest that they paid rent late during this period.
7. I find that the Tenant has persistently failed to pay their rent on the date it is due.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction:

9. 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.
10. The Landlord is seeking termination of the tenancy and submits that despite service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of termination was given the Tenant has made the following payments with respect with their monthly rent.
 - October 1, 2025, partial rent payment on October 12, 2025;
 - November 1, 2025, no rent payment;
 - December 1, 2025, no rent payment as of the hearing date.
11. The Landlord submits that they have had previous orders with respect to this same rental unit and Tenant. The Landlord states that the Tenant reverted to old behaviours and has gone back into arrears and unable to afford the rental unit. The Landlord also submits that the tenancy has been terminated under another application before the Board.
12. The Tenant has not made any new rental payments since October 12, 2025, which supports a finding that the Tenant's late payment pattern continued after the N8 notice was issued. The Tenant states that they are not currently working and have had legal problems the past 3 years which limits their ability work. The Tenant states they currently don't have an income which is not enough to cover the monthly rent charge. The Tenant did not submit a change in circumstance which would allow them to bring the tenancy back into good standing. Given the Tenant's ongoing behaviour to pay rent after it is due and owing,

I am satisfied a conditional order to “pay on time” is not appropriate in these circumstances.

13. I considered that the Tenant started this tenancy on February 1, 2021, and requires time to pack and find alternative accommodations. Given the Landlord is holding a last month rent deposit it is reasonable to delay eviction. The delay is not so extensive that it shall severely prejudice the Landlord.
14. This order contains all the reasons within it and no further reasons shall be issued.

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 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 Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026, at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Reshad Nazeer
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 29, 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.