



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102588-25

In the matter of: 3212, 280 WELLESLEY ST E
TORONTO ON M4X1G7

Between: 280 Wellesley Residences Landlord

And

Shybi Shamsudeen Tenant
Muhammed Najeeb

280 Wellesley Residences (the 'Landlord') applied for an order to terminate the tenancy and evict Shybi Shamsudeen and Muhammed Najeeb (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 22, 2026.

The Landlord's legal representative, Charlie Bobrowsky 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On November 18, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on November 18, 2025. The notice of termination contains the following allegations:
 - Lawful monthly rent is due in full and on time on the first day of each month.
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. The rent has been paid late 10 times in the past 10 months per the N8 notice. Additionally, since the N8 notice was served, the Tenant continued paying the rent late for the December 2025 and January 2026.

Daily compensation, NSF charges, rent deposit

5. Based on the monthly rent, the daily compensation is \$55.20. This amount is calculated as follows: \$1,679.11 x 12, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,679.11 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$44.10 is owing to the Tenant for the period from January 1, 2025, to January 22, 2026.

Relief from eviction

8. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
9. The Tenant testified that rent was paid late during the period included on the N8 notice. The tenant testified that they asked the landlord to allow the rent due date to be changed or to provide flexibility on a month-to-month basis. The tenant submitted an evidence package describing their family and medical circumstances and explained that these challenges have affected their ability to consistently meet the rent deadline.
10. The Tenant stated that she has a serious medical condition requiring ongoing treatment, the end date of which is unknown. The Tenant also testified that her husband was out of the country for approximately four months, that she completed maternity leave in March 2025 and returned to work on a part-time basis, and that her husband is also working part-time. The Tenant further stated that they have a two-year-old child and are not able to work every day of the week. As a requested accommodation, the Tenant asked to be permitted to pay the monthly rent in two installments
11. The Landlord stated that rent is due in full on the first day of each month and that the tenant has persistently failed to comply with this requirement. The Landlord relied on the payment history showing multiple late payments, including late payments made after the application was filed, to demonstrate that the problem is ongoing. The Landlord stated that they oppose changes to the rent payment structure and are not willing to accept rent paid in installments. The Landlord was however willing to accept a conditional pay and stay order pursuant to s.78 of the Act and reimbursement of the filing fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord the lawful monthly rent on time, and in full, on or before the first day of each month, beginning March 1, 2026, up to (and including) February 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for

an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

February 5, 2026
Date Issued

Nathan Korenberg
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.