



Order under Section 69 Residential Tenancies Act, 2006

Citation: Elm Place Inc. - 701 Don Mills Road v HASHIMI, 2026 ONLTB 11357

Date: 2026-02-05

File Number: LTB-L-098518-25

In the matter of: 201, 701 DON MILLS RD
EAST YORK ON M3C1R9

Between: Elm Place Inc. - 701 Don Mills Road Landlord

And

ABDULLAH HASHIMI Tenant

Elm Place Inc. - 701 Don Mills Road (the 'Landlord') applied for an order to terminate the tenancy and evict ABDULLAH HASHIMI (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 14, 2026.

The Landlord and the Tenant attended the hearing.

Only the Landlord's representative Sharon Harris, attended the hearing.

As of 9:47 AM, 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 and the claim for compensation in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On September 23, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges the rent was paid late as outlined in a Tenant Payment Ledger:

Date rent due	Date paid
October 1, 2024	October 18
November 1, 2024	November 20
December 1, 2024	December 16
January 1, 2025	January 22
February 1, 2025	February 19
March 1, 2025	No payment
April 1, 2025	April 7 and 24
May 1, 2025	May 14
June 1, 2025	June 23
July 1, 2025	July 15; returned NSF on 18 th ; payment made on 18 th
August 1, 2025	August 26
September 1, 2025	Unpaid at the time of service of the N8

4. At the hearing the Landlord's representative provided evidence about the pattern of rent payments after the service of the N8 notice of termination.

September 1, 2025	September 30
October 1, 2025	No payment
November 1, 2025	November 18
December 1, 2025	December 7 and 22
January 1, 2026	No payment

5. The rent is due on the first of each month.
6. Based on the uncontested evidence, 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 12 times in the past 12 months. Moreover, the Tenant, since being given the N8 continued to pay rent late and had not paid rent for October 2025 and January 2026.

7. The Tenant was required to pay the Landlord \$2,124.00 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to January 14, 2026.
8. Based on the monthly rent, the daily compensation is \$47.20. This amount is calculated as follows: $\$1,435.74 \times 12$, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,334.12 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$1.07 is owing to the Tenant for the period from January 1, 2026 to January 14, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
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.

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 16, 2026.
2. If the unit is not vacated on or before February 16, 2026, then starting February 17, 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 17, 2026.
4. The Tenant shall pay to the Landlord \$2,124.00, which represents compensation for the use of the unit from December 1, 2025 to January 14, 2026.
5. The Tenant shall also pay the Landlord compensation of \$47.20 per day for the use of the unit starting January 15, 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 \$1,335.19 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 \$974.81.

9. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Jeanie Theoharis
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 17, 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.