



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-093271-25

In the matter of: 363, 77 FINCH AVE E
Toronto ON M2N6H8

Between: bcIMC Realty Corporation c/o QuadReal
Residential Properties G.P. Inc. Landlord

And

Kurosh Ehsani
Irsa Ehsani
Sharareh Manzoor Tenants

bcIMC Realty Corporation c/o QuadReal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kurosh Ehsani, Irsa Ehsani and Sharareh Manzoor (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 8, 2026.

The Landlord's Agent, Sue Stevanovic, the Landlord's Legal Representative, Faith McGregor, the Tenants, and the Tenant's Agent, Fatemeh Veisi, 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, the tenancy shall terminate on February 28, 2026 and the Tenants shall pay daily compensation.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

3. On November 6, 2025, the Landlord gave the Tenants an N8 notice of termination, deemed served on November 11, 2025. The notice of termination alleged that the Tenants paid rent late 12 times between December 2024 and November 2025.
4. The Tenants acknowledged that they have persistently paid rent late and have paid rent late during all periods alleged on the N8 notice.
5. I am satisfied that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times between December 2024 and November 2025.

Section 83 Considerations:

6. The Tenants testified that they were persistently paying their rent late due to KE having lost his job. The Tenants further testified that have 2 children that live in the home, one is 10 and the other is 14, and they have applied to a rent bank to get \$5,000.00 towards their arrears.
7. The Tenants are seeking a delay in eviction until February 28, 2026 as they as currently looking for alternative accommodations and they are hoping to vacate the rental unit prior to the end of February.
8. The Landlord is seeking a standard 11-day order. The Tenants have been paying persistently late or not at all since 2022. The Landlord testified that January rent had not been paid as of the date of the hearing and the Tenants have significant arrears accumulated.
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. I accept the Tenants' evidence that an eviction will have an impact on the children and that the Tenants' are actively looking for accommodation. I find that a short delay in eviction until February 28, 2026 would not be unfair.

Daily Compensation and Last Month Rent:

10. Based on the monthly rent, the daily compensation is \$106.96. This amount is calculated as follows: \$3,253.26 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$3,253.26 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$82.83 is owing to the Tenant for the period from January 1, 2025 to January 8, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 the Landlord compensation of \$106.96 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Allana McComb
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 September 1, 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.