



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107814-25

In the matter of: 927, 15 JAMES FINLAY WAY
TORONTO ON M3M 0B3

Between: Mohammad Saiful Alam Landlord
Zahid Power Of Attorney Ahmed Zahid

and

Lynette Anieta Mcfarlane Tenant

Mohammad Saiful Alam and Zahid Power Of Attorney Ahmed (the 'Landlord') applied for an order to terminate the tenancy and evict Lynette Anieta Mcfarlane (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 February 5, 2026.

Only the Landlord's representative, Terry Ramjit, attended the hearing.

As of 10:09 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. The Landlord's representative acts for Ahmed Zahid who has been appointed by the Landlord Mohammad Saiful Alam Zahid by way of a power of attorney.
2. I requested the representative to upload a copy of the power attorney to the Board portal. I was satisfied to proceed with the merits of the application after reviewing the continuing power of attorney which confirms the appointment of Ahmed Zahid.
3. The Landlord's representative requested that I amend the application and remove 'All other occupants' as a party, I consented.

N8 Notice of Termination

4. The Tenant was in possession of the rental unit on the date the application was filed. The parties have a month to month tenancy, and the rent is due on the 6th day of each month.
5. On November 26, 2025, the Landlord gave the Tenant an N8 notice with a termination date of February 5, 2026. The N8 notice of termination alleges that the Tenant has paid rent late since February 2025 to November 2025.
6. The Landlord's representative referred me to the Schedule "A" attached to the N8 notice which provides a detailed breakdown of the payments made by the Tenant. The Schedule establishes that the Tenant has paid rent late 10 times from February to November 2025.
7. The Landlord's representative indicated that since service of the N8 notice, the Tenant has made partial payments towards the rent and continues to be late.
8. I accept the uncontested evidence of the Landlord and I find on a balance of probabilities, that the Tenant has persistently failed to pay rent on the date it was due.
9. The Landlord representative was not aware of any reason to delay or deny eviction. As the Tenant did not attend, no other circumstances were presented to me.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
11. Based on the monthly rent, the daily compensation is \$61.96. This amount is calculated as follows: \$1,884.56 x 12, divided by 365 days.
12. There is no last month's rent deposit.
13. The Landlord incurred the cost of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenant shall also pay the Landlord compensation of \$61.96 per day for the use of the unit starting February 6, 2026 until the date the Tenant moves out of the unit.

6. 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 17, 2026
Date Issued

Adeela Alvez
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 21, 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.