



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

File Number: LTB-L-107173-25

In the matter of: 1205, 730 SAINT CLARENS AVE
TORONTO ON M6H4E8

Between: Akelius Canada Ltd Landlord

And

Rakib Ahmed Tenants
Md Jahangir Alam

Akelius Canada Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Rakib Ahmed and Md Jahangir Alam (the 'Tenant') 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 February 3, 2026.

The Landlord's legal representative, Sabrina Marchionne, and the Tenants attended the hearing. Rafi Ahmed, the Tenants' family member, attended the hearing as the Tenants' Agent.

The Tenants consulted with tenant duty counsel before the hearing.

Procedural Issue:

Tenants' request to adjourn:

1. The Tenants requested an adjournment of the hearing. According to the Tenants, they only saw the Notice of Hearing two or three days before the hearing, and they needed more time to prepare for the hearing. The Tenants are recent refugees, with no command of the English language.
2. The Landlord opposed the Tenants' request to adjourn. The Notice of Hearing was sent to the Tenants on January 12, 2026. The Tenants have had sufficient time to prepare for the hearing had they exercised reasonable diligence. The issue is a simple one and there is no cogent reason to adjourn the hearing. The adjournment would cause undue delay.

3. Under section 183 of the *Residential Tenancies Act*, 2006 (the 'Act') the Board has an obligation to conduct expeditious proceedings and also ensure that all persons directly affected have an adequate opportunity to know the issues and be heard on the matter.
4. Guideline 1 of the LTB Interpretation Guidelines states that parties are expected to be prepared with their evidence, witnesses, and submissions on the scheduled hearing date, and adjournments are not generally granted because a party is not prepared to proceed.
5. After considering section 183 of the Act, the LTB Interpretation Guidelines, the nature of the application, the submissions of the parties, and the potential prejudice, I am satisfied that the Tenants received sufficient notice of the hearing and have been provided with an adequate opportunity to prepare their evidence and submissions. As such, the Tenants' request to adjourn the hearing was denied.

Determinations:

6. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. A conditional order shall issue.
7. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

8. On December 10, 2025, the Landlord gave the Tenants an N8 notice of termination. The termination date set out in the notice of termination is April 30, 2026. This is the last day of the rental period. The notice of termination contains the following allegations:

The Tenants have 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 seven times in the past seven months.

9. Based on the evidence before me, I am satisfied that the Tenants persistently failed to pay the rent on the date it was due.

Relief from eviction

10. This is a tenancy of relatively short duration. It commenced on March 1, 2025 and the Tenants have been late with their rent payments every month.
11. The Landlord also served the Tenants six N4 notices of termination for non- payment of rent. The Tenants voided all of the N4 notices of termination by paying their rent; however, the Tenants continued to pay rent late.
12. The Tenants are a family of recent refugees. They are on Ontario Works. The father and son are both security guards looking for work, they have been referred to an employment agency; however, at the time of the hearing they were not yet employed. The mother is a baker, however she is not employed either.

13. The Landlord requested termination of the tenancy due to the short duration of the tenancy and the family's financial situation. According to the Landlord, the tenancy was not sustainable and the persistent late payments caused the Landlord financial prejudice.
14. The Tenants requested a conditional order. According to the Tenants, they will be able to pay their rent on time in the future. They were hopeful that they would gain employment soon, and in the interim they would be assisted by friends and family to meet any short falls.
15. I have considered all of the disclosed circumstances of the Landlord and the Tenants 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. Eviction is a remedy of last resort. If the Tenants comply with the order below, as they undertook, any prejudice to the Landlord is minimal.
16. The Landlord incurred costs 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 Tenants continues if the Tenants meets the conditions set out below.
2. The Tenants shall pay the monthly rent to the Landlord in full and on time as it comes due on or before the 1st day of each and every month, starting April 1, 2026 until and including March 1, 2027.
3. If the Tenants fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of 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 Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$186.00.
6. If the Tenants do not pay the Landlord the full amount owing on or before March 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Jana Rozehnal
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.