



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

File Number: LTB-L-086742-25

In the matter of: E7, 1475 KING ST W
TORONTO ON M6K1J4

Between: 2686250 ONTARIO INC. Landlord

And

ZACHARY AMZALLAG Tenant

2686250 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict ZACHARY AMZALLAG (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 November 27, 2025.

Only the Landlord's legal representative, Anome Mehrabian, a licensed paralegal, attended the hearing.

As of 10:12 a.m., 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.

Due to an administrative oversight, this Order although originally dated December 8, 2025 was not distributed to the parties. The original Order has been re-dated for currency and is now being released to the parties.

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, I have granted termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On October 9, 2025, the Landlord gave the Tenant an N8 notice of termination effective December 31, 2025. The notice of termination contains the following allegation: the Tenant paid the rent late in 9 of 12 months during the period January 2024 to December 2024 and paid the rent late 10 of the 10 months in the period January 2025 to October 2025.
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 in the months of January through May 2025 was received on either the 2nd, 3rd or 4th of the month and was not paid in full. While paid in full the rent for June was received on June 2nd. In July the rent was received on the 11th of the month and in August the rent was received on August 7th. September rent was received on September 4th.
5. October rent was paid on November 12th following service of the N8. The current amount of arrears to November 30th is \$1210.71.
6. Based on the monthly rent, the daily compensation is \$34.40. This amount is calculated as follows: \$1,046.24 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$900.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$115.96 is owing to the Tenant for the period from November 1, 2018 to November 27, 2025.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. 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.
11. I have considered that the Landlord's representative has advised me that the Tenant does not appear to occupy the unit on a full-time basis. He is young and appears to be single and has not responded to telephone calls made by the Landlord's representative.

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 March 13, 2026.
2. If the unit is not vacated on or before March 13, 2026, then starting March 14, 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 14, 2026.

4. The Tenant shall also pay the Landlord compensation of \$34.40 per day for the use of the unit starting January 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026

Date Issued

Christina Budweth

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 15, 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.