



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003161-26

In the matter of: 1516, 399 MARKHAM RD
SCARBOROUGH ON M1J3C9

Between: 1815212 ONTARIO INC, Landlord

And

RACHEL ASLAM Tenant
PREMWATTIE PALTOO

1815212 ONTARIO INC, (the 'Landlord') applied for an order to terminate the tenancy and evict RACHEL ASLAM and PREMWATTIE PALTOO (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 18, 2026.

Only the Landlord's Legal Representative, Anome Mehrabian, attended the hearing.

As of 10:05a.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.

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 March 20, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

3. On December 16, 2025, the Landlord gave the Tenant an N8 notice of termination with a date of termination of February 28, 2026, deemed served on December 21, 2025. The

notice of termination alleged that the Tenant had paid rent late 12 times between January 2025 and December 2025.

4. I am satisfied that the Landlord has established on a balance of probabilities that the Tenant has 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 January 2025 and December 2025.

Section 83 Considerations:

5. The Landlord's Legal Representative testified that the Tenant has continued to pay rent late since the N8 was served.
6. They testified that in January 2025 the Landlord sent a letter to all tenants in the residential complex that rent must be paid on time. The Landlord also had a conversation with the Tenant in March 2025 about using the auto payment system for rent as they would be serving an N8 notice. The Landlord also sent a follow-up letter in December 2025 seeking a pay on time order.
7. The Landlord also stated that an N8 notice was served on the Tenant in March 2024, however the Tenant started paying on time, so they did not file an application with the Board. The Landlord stated they had also served N4 notices in May 2024 and October 2025, however the Tenant voided those notices.
8. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

Daily Compensation and Rent Deposit:

10. Based on the monthly rent, the daily compensation is \$56.24. This amount is calculated as follows: $\$1,710.72 \times 12$, 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 \$1,280.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$208.59 is owing to the Tenant for the period from January 1, 2017 to February 18, 2026.

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 20, 2026.

2. If the unit is not vacated on or before March 20, 2026, then starting March 21, 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 21, 2026.
4. The Tenant shall also pay the Landlord compensation of \$56.24 per day for the use of the unit starting March 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. The Landlord shall pay to the Tenant \$1,488.59 for the rent deposit and interest on the deposit.
6. The total amount the Landlord must pay the Tenant is \$1,302.59.
7. If the Landlord does not pay the Tenant the full amount owing on or before March 20, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 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 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.