



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

File Number: LTB-L-002790-26

In the matter of: 973 MCTRACH CRES
MILTON ON L9T7B9

Between: Ahmed Alaulddin Karamallah Landlord
Lina Al-Banaa

And

Olivia Blancard Tenants
Faizan Khan

Ahmed Alaulddin Karamallah and Lina Al-Banaa (the 'Landlord') applied for an order to terminate the tenancy and evict Olivia Blancard and Faizan Khan (the 'Tenants') because:

- the Tenant has been persistently late in paying the Tenant's 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 18, 2026.

The Landlord's Legal Representative, Kush Gupta, and the Tenants 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. However, I am granting conditional relief on the basis that it would not be unfair to do so.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 3, 2025, the Landlord gave the Tenant an N8 notice of. The notice of termination alleged that the Tenants paid their rent late 18 times between March 2024 and August 2025.
4. The Tenants acknowledged that they paid rent late between March 2024 and August 2025.
5. 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

6th day of each month. The rent has been paid late 18 times between March 2024 and August 2025.

Section 83 Considerations:

6. The Tenant Faizan Khan (FK) testified that when their fixed term leased ended in March 2024 they were considering moving, so the Landlord applied their last months rent deposit to March 2024. FK testified that they decided to remain in the rental unit, and they have been a month behind in rent from March 2024 until October 2025 when they paid off the rent owing for March 2024.
7. FK testified that they have paid on time since they have received the N8 notice. FK further testified that the January rent was paid on the 7th instead of the 6th, so rent was 1 day late. FK testified that rent is now paid through automatic electronic payments so there will be no issue with paying rent on time.
8. FK testified that he has 2 children under the age of 3-years-old and that his wife stays home with the children. FK testified that he has gotten a new client and his income is expected to go up. FK's income is based on commission, however his employer owes him a balance of \$100,000, so he receives approximately \$15,000.00 per month.
9. FK testified that should he be evicted he would need 6 months to move. FK testified moving would disrupt his work and would cause financial instability for his family.
10. The Landlord's Legal Representative testified that this is a small landlord who cannot afford the unit if the Tenants do not pay on time, and the Landlord is going through a lot of stress as the Tenants have filed a T6 application. The Landlord has previously filed N4 notices and had conversations with the Tenants about the late payment, however the Landlord's Legal Representative could not provide specific details about when conversations were had. The Landlord is seeking termination, though in the alternative, would ask for a pay on time order.
11. 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 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. In my view, it would not be unfair to impose a 12-month pay on time order. If the Tenant does not abide by the order, the Landlord can seek relief pursuant to section 78.
12. 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 Tenant continues if the Tenant meets the conditions set out below.
2. Commencing April 6, 2026 and continuing until March 6, 2027, the Tenants shall pay to the Landlord the lawful monthly rent on or before the 6th day of the month.

3. If the Tenant fails to comply with the condition set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (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 Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 18, 2026 at 4.00% annually on the balance outstanding.

March 6, 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.