



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

File Number: LTB-L-107346-25

In the matter of: 1601, 20 GRAYDON HALL DR
NORTH YORK ON M3A2Z9

Between: DEVONSHIRE PROPERTIES INC. Landlord

And

MOHAMMAD RAHMANI Tenant

DEVONSHIRE PROPERTIES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MOHAMMAD RAHMANI (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 3, 2026.

Only the Landlord's legal representative, Tanya Dickie, attended the hearing.

As of 12:34 p.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 not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On December 18, 2025, the Landlord gave the Tenant an N8 notice of termination. The termination date set out in the notice of termination is August 31, 2026. This date is the end of the term. The notice of termination contains the following allegations:

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 has been paid late 4 times in the past 5 months.

September rent	paid September 25
October rent	paid October 21
November rent	paid November 21
December rent	paid December 3

4. The Landlord requested that the LTB issue an order that would direct the Tenant to pay his monthly rent in full and on time, starting March 1, 2026. If the Tenant failed to pay his rent in full and on time, as directed, the Landlord could file an application with the LTB seeking termination of the tenancy pursuant to section 78 of the *Residential Tenancies Act*, 2006 (the 'Act').
5. For the reasons below, the Landlord's request must be denied.

Termination at the end of term:

6. The Landlord and the Tenant entered into a fixed term lease starting August 16, 2025 ending August 31, 2026.
7. On August 18, 2025, the Tenant paid first month's rent and a last month's rent deposit.
8. In the following four months, in September, October, November and December 2025, the Tenant paid rent late as set out above.
9. Due to the late payments of rent, the Landlord gave the Tenant an N8 notice of termination.
10. An N8 notice of termination is served pursuant to section 58 of the Act.
11. Section 58 of the Act states that a landlord may give a tenant notice of termination of their tenancy if the tenant has persistently failed to pay rent on the date it becomes due and payable. Section 58 goes on to say that the date for termination specified in the notice shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term [emphasis added].
12. The N8 notice of termination permits termination of the tenancy at the end of term, not before. There are other specific notices of termination for terminating tenancies before the end of term (section 59 to 68 of the Act).
13. I also considered section 1 of the Act which states in part that:

"The purposes of this Act are to provide protection for residential tenants from unlawful rent increases and unlawful evictions, to establish a framework for the regulation of residential rents, to balance the rights and responsibilities of residential landlords and tenants"

14. It is my view that by granting the Landlord's request and allowing the Landlord to seek termination of the tenancy before the end of term would go against the purposes of section 1 and 58 of the Act, and allow termination of the tenancy before the end of term.

Persistent late:

15. It is also my view, that the Landlord gave the notice of termination and filed the application prematurely.
16. The Landlord and the Tenant entered into a one-year lease.
17. The Landlord filed this application in the fifth month of the tenancy.
18. The Tenant paid rent late four times in the five months. The tenancy is not even half way through; as such, it is too early in the term of the tenancy to determine whether the Tenant's pattern of payment will be insistently repetitive or continuous over the course of the term of the tenancy. As such, the LL's application is premature.

Conclusion:

19. The application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed without prejudice.

March 4, 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.