



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002602-26

In the matter of: 1 GAIL ST
CAMBRIDGE ON N1R4M1

Between: ACSO P.M. INC. C/O TIVERTON PROPERTIES Landlord

And

RAFEEK AMZAD ALLY Tenant

ACSO P.M. INC. C/O TIVERTON PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict RAFEEK AMZAD ALLY (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on March 3, 2026.

Only the Landlord, Diane Digiandomenico, attended the hearing.

As of 9:45 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.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,594.38. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.42. This amount is calculated as follows: \$1,594.38 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$7,166.85.
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 \$1,594.38 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$2.84 is owing to the Tenant for the period from February 1, 2026 to March 3, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83 of the Residential Tenancies Act, 2006 (RTA) in regards to the L1 portion of this application, and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. As the Tenant did not attend and no other circumstances were presented to me, I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act

L2 Application – Persistent Late Payment of Rent

12. The Tenant was in possession of the rental unit on the date the application was filed.
13. This is a month-to-month tenancy. Rent is due on the first of the month.

Persistent Late Payment

14. For the reasons that follow, I find that the Tenant has persistently paid rent late.
15. On December 30, 2025, the Landlord gave the Tenant an N8 notice of termination, pursuant to the Rules of Procedure of the Landlord and Tenant Board.
16. I find that the N8 notice is in compliance with the *Residential Tenancies Act, 2006* ('Act'); the notice was given at least 60 days before the termination date (February 28, 2026) and the termination was the last day of a rental period.
17. Based on the Landlord's Legal Representative's submissions, for the period of 2025 the Tenant had not paid rent when it was due 7 out of 12 times.

Relief from Eviction L2 application: Section 83 Considerations

18. 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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

19. Based on the Landlord's testimony, I find the Tenant will likely be able to pay rent in full and on time. I am of the view the Tenant should be afforded another opportunity to continue the tenancy provided he meets the conditions set out below, and that doing so would not be unfair. I make this finding for several reasons.
20. First, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (*Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (*Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.)).

In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. In case of persistent late payments, bringing the tenancy back into good standing is a simple matter of the Tenant starting to pay on time, which the Tenant should be able to do given the length of his tenancy (8 years).

21. Second, compared to the other reasons a tenancy can be terminated, persistent late payment is a minor issue, in my opinion. In my view, it should not serve as a reason to terminate the tenancy unless it really cannot be remedied. Landlords are entitled to be paid on time, but eviction would be a serious consequence to a comparatively minor wrong.
22. Third, the prejudice to a landlord that results from a prompt payment order is minimal. The order ensures that the rent will immediately start to be paid on time. If any payment is late, the Landlord can obtain an eviction order under section 78 of the Act.
23. Finally, given the uncontested testimony in regards to his capacity to pay the rent on time, it is not appropriate in my view to terminate the tenancy and evict the Tenant where the Tenant seems to have the financial wherewithal to pay the lawful rent when it is due, given the length of his tenancy.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,352.85 if the payment is made on or before March 20, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 20, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,318.51. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$52.42 per day for the use of the unit starting March 4, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.
8. 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.
9. 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.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the full monthly rent as it comes due on or before the first day of each month, commencing April 1, 2026, and for 12 months thereafter up to and including March 1, 2027.
12. If the Tenant fails to comply with the conditions set out in paragraph 11 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.

March 9, 2026
Date Issued

Panagiotis P. Roupas
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 20, 2026

Rent Owing To March 31, 2026	\$7,166.85
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,352.85

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,729.73
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,594.38
Less the amount of the interest on the last month's rent deposit	- \$2.84
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$4,318.51
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$52.42 (per day)