



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-016760-26

In the matter of: 302, 701 DON MILLS RD
EAST YORK ON M3C1R9

Between: Elm Place Inc. – 701 Don Mills Road Landlord

And

Ahmad Samir Zhaghand Tenant

Elm Place Inc. – 701 Don Mills Road (the 'Landlord') applied for an order to terminate the tenancy and evict Ahmad Samir Zhaghand (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 May 6, 2026.

Only the Landlord's legal representative, Eshita Mongia, attended the hearing.

As of 9:38 AM, 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 is terminated as of May 26, 2026. The Tenant must vacate the unit on or before this date.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 15, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations:
 - That from December 1, 2024, to December 31, 2025, (a period of 13 months) the Tenant has paid the rent late 12 times.

4. The Landlord's legal representative submitted the Tenant's rent is due on the first day of each month. The Landlord provided a copy of their rent ledger to the Tenant with the N8 notice. The Landlord's business records confirm that the Tenant was late paying the rent every month from December 2024 to December 2025, except for the month of April 2025.
5. The Landlord's legal representative further submitted that since filing of the Landlord's application the Tenant also paid their rent late in January and February 2026 and that the Tenant has failed to pay their rent for April and May 2026.
6. Based on the uncontested evidence of the Landlord, I am satisfied on the 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 17 times in the past 18 months.

Daily compensation and rent deposit

7. The Tenant was required to pay the Landlord \$3,961.04 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026, to May 6, 2026.
8. Based on the monthly rent, the daily compensation is \$59.12. This amount is calculated as follows: \$1,798.17 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$1,765.54 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$12.80 is owing to the Tenant for the period from January 1, 2026, to May 6, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

11. The Landlord's legal representative was unaware of any circumstances of the Tenant which would require me to consider delay or denial of eviction.
12. 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.

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 May 26, 2026.
2. If the unit is not vacated on or before May 26, 2026, then starting May 27, 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 May 27, 2026.

4. The Tenant shall pay to the Landlord \$3,961.04, which represents compensation for the use of the unit from March 1, 2026 to May 6, 2026.
5. The Tenant shall also pay the Landlord compensation of \$59.12 per day for the use of the unit starting May 7, 2026, until the date the Tenant moves out of the unit.
6. The Landlord owes \$1,778.34 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$2,182.70.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 27, 2026, at 4.00% annually on the balance outstanding.

May 15, 2026

Date Issued

Melissa Anjema

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 November 27, 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.