



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

File Number: LTB-L-019560-26

In the matter of: PH104, 215 SHERWAY GARDENS RD
ETOBICOKE ON M9C0A4

Between: BEN AND SHIRLEY LAM Landlord

And

JOHN LAM Tenant

BEN AND SHIRLEY LAM (the 'Landlord') applied for an order to terminate the tenancy and evict JOHN LAM (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).

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 12, 2026.

Only the Landlord's Legal Representative, Raza Khimji, attended the hearing.

As of 1:56 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:

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 \$2,712.16. It is due on the 8th day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$89.17. This amount is calculated as follows: $\$2,712.16 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 7, 2026 are \$18,676.28.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. On February 17, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleged that the Tenant had paid rent late 20 times between July 2024 and February 2026.
10. 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 8th day of each month. The rent has been paid late 20 times between July 2024 and February 2026.

Relief from Eviction

11. The Landlord's Legal Representative testified that the Landlord had written to the Tenant multiple times asking him to pay the rent on time. The Landlord's Legal Representative testified that the Tenant did not pay March, April and May 2026 rent after receiving the N8 notice.
12. 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.
13. 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. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 2, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$16,595.97. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$89.17 per day for the use of the unit starting May 13, 2026 to the date the Tenant moves out of the unit.

5. If the Tenant does not pay the Landlord the full amount owing on or before June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 2, 2026, then starting June 3, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 June 3, 2026.

May 22, 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 December 3, 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 as the tenancy is terminated

Rent Owing To May 12, 2026	\$18,409.97
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$2,000.00
Total amount owing to the Landlord	\$16,595.97
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$89.17 (per day)