



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

File Number: LTB-L-019756-26

In the matter of: 110, 77 FINCH AVE E
TORONTO ON M2N6H8

Between: bcIMC Realty Corporation c/o QuadReal Residential Landlord
Properties G.P. Inc.

And

Elchin Askarov Tenant
Ulkar Askarova

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

bcIMC Realty Corporation c/o QuadReal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Elchin Askarov and Ulkar Askarova (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 April 20, 2026.

Only the Landlord's legal representative, Faith MacGregor ('FM'), attended the hearing.

As of 9:46 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:

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.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 4, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on March 9, 2026. The notice of termination alleges that the Tenant failed to pay the rent by the date it was due for 11 of the 12 months between March 2025 and February 2026.
4. 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. As alleged in the N8 notice, I find that the Tenant failed to pay the rent by the date it was due for every month from March 2025 to February 2026, except the rent was paid on time for the month of April 2025.
5. After the N8 notice was served, the rent for March and April 2026 was paid on time.
6. FM said that the Landlord sends out monthly friendly reminders to pay rent promptly if it has not been paid on time.
7. FM was not aware of any circumstances of the Tenant that would be relevant to my discretion to delay or deny eviction under section 83 of the *Residential Tenancies Act, 2006*.
8. 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.
9. Based on the monthly rent, the daily compensation is \$84.27. This amount is calculated as follows: \$2,563.22 x 12, divided by 365 days.
10. FM did not seek recovery of the Landlord's filing fee, because she said it was already paid by the Tenant.
11. The Landlord collected a rent deposit of \$2,563.22 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$16.22 is owing to the Tenant for the period from January 1, 2026 to April 20, 2026.
12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 June 7, 2026.
2. If the unit is not vacated on or before June 7, 2026, then starting June 8, 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 June 8, 2026.
4. The Tenant shall pay the Landlord compensation of \$84.27 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit.

5. The rent deposit and interest owing on it being held by the Landlord in the amount of \$2,579.44 shall be applied to the amount owed by the Tenant.
6. The landlord or the tenant shall pay to the other any sum of money that is owed as a result of this order.

May 27, 2026
Date Issued

Mark Melchers
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 8, 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.