



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001466-26

In the matter of: 8056 Blue Ash Lane
Niagara Falls ON L2H0N9

Between: Asma Afzal Landlords
Saher Sajjad

And

Kenni Gabriela Manendez Tenants
Douglas Porfirio Gonzalez Duran

Asma Afzal and Saher Sajjad (the 'Landlords') applied for an order to terminate the tenancy and evict Kenni Gabriela Manendez and Douglas Porfirio Gonzalez Duran (the 'Tenants') 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 11, 2026.

Only the Landlord's representative Haseeb Ullah attended the hearing.

As of 10:40am, the Tenants were 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. Therefore, the tenancy will be terminated on June 21, 2026.
2. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A landlord may give a tenant a notice of termination of their tenancy of any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
3. The Tenants were in possession of the rental unit on the date the application was filed.
 4. The rent is due on the first of each month and this is a month-to-month tenancy.
 5. On January 4, 2026, the Landlord gave the Tenants an N8 notice of termination with a termination date of March 31, 2026.
 6. The notice of termination contains that for the period from September 1, 2024, to December 1, 2025, the Tenants paid the rent late 13 times out of 15 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
 7. I am satisfied based on a balance of probabilities and based on the uncontested evidence of the Landlord, that the Tenants have persistently failed to pay rent the date it was due.
 8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction:

9. 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.
10. The Landlord seeks termination of the tenancy and submits that despite service of the N8 notice of termination, the Tenants have continued to not pay rent on the date it is due. Since the notice of termination was given the Tenants have made the following payments with respect to their monthly rent.
 - December 2025, no rent payment made;
 - January 2026, no rent payment made;
 - February 2026, no rent payment made as of the hearing date.
11. This supports a finding that the Tenants' late rent payment pattern continued after the N8 notice of termination was issued. As noted, the Tenants did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order. Given the Tenants' ongoing behaviour to pay the rent late after it is due and owing, I am satisfied a conditional order to "pay on time" is not appropriate in these circumstances.
12. This order contains all the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 21, 2026.

2. If the unit is not vacated on or before June 21, 2026, then starting June 22, 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 22, 2026.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before June 21, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 22, 2026, at 4.00% annually on the balance outstanding.
6. The Landlord has the right to collect the outstanding balance as a result of this order.

June 10, 2026
Date Issued

Reshad Nazeer
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 22, 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.