



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

File Number: LTB-L-018460-26

In the matter of: 1711, 85 THORNCLIFFE PARK DR
TORONTO ON M4H1L6

Between: Morguard Corporation Landlord

And

Kaleem Ullah Tenant

Morguard Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kaleem Ullah (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 12, 2026.

Only the Landlord's Legal Representative, Natalia Abiniakine, attended the hearing.

As of 4:00pm, 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. However, I have exercised my discretion to permit the Tenant the opportunity to preserve the tenancy so long as they pay rent on time for 12 months commencing June 1, 2026, and pay the rent for May 2026 on or before June 30, 2026.
2. The Tenant was present at the outset of the hearing but disconnected prior to their matter being called. The matter was held down to be heard last to give the Tenant time to reconnect, but they ultimately did not.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

4. On November 3, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination contains the following allegations: the Tenant paid rent late 17 times from December 2024 to May 2026.

Persistently Late

5. Based on the uncontested evidence of the Landlord, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The pattern of late payment as set out in the N8 Notice and as submitted at the hearing is as follows:
 1. December 2024 was paid late;
 2. January to December 2025 was paid late;
 3. January to April 2026 was paid late; and
 4. There has been no payment of rent for May 2026.

Filing Fee

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

7. The Landlord sought an order to preserve the tenancy through a conditional pay on time order, proposed to run for 12 months. The Landlord's Legal Representative testified that due to the Tenant's absence from the hearing this would be collaborative for both sides. In addition, the Landlord's Legal Representative stated that a conditional order is what they were originally considering prior to the hearing.
8. As a result, I was satisfied to support a finding that a mandatory denial of eviction under s. 83(3)(a) would be unwarranted. That said, the Tenant has demonstrated an extensive pattern of failure to pay rent when it became due that was not cured after receipt of the N8 Notice and the Landlord has been impacted by this behaviour. As a result, I find that a pay on time order for one year is appropriate.
9. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to grant relief from eviction and provide the Tenant with the opportunity to preserve the tenancy subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. If the Tenant is unable to meet these conditions, then the Landlord will be able to bring an application for termination and eviction in accordance with s. 78 of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. The Tenant shall pay the Landlord new rent in full and on time for the period June 1, 2026, to June 1, 2027.
3. The Tenant shall pay the rent for May 2026 on or before June 30, 2026.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 of this order, the Landlord may apply under section 78 of 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 24, 2026, at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

Amit Gurpersaud
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.