



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-045837-26

In the matter of: 905, 2 ARMEL CRT
ETOBICOKE ON M9W6L4

Between: Myriad Property Management Inc Landlord

And

Gulet Osman Noor Tenant

Myriad Property Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Gulet Osman Noor (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 June 18, 2026.

Only the Landlord's Legal Representative, Emily Barbat, attended the hearing.

As of 9:32 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. However, as the Landlord is agreeable to a conditional order, the tenancy will not be terminated and the Tenant will be provided the opportunity to preserve their tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The monthly rent is \$1,884.77 and is due on the first day of each month.
4. On May 22, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on May 22, 2026, with a termination date of July 31, 2026. The N8 notice of

termination contains the following allegations: During the period from October 1, 2025, to May 1, 2026, the Tenant paid rent late in each of the eight months identified on the N8 notice. The rent is due on the 1st of each month. The N8 notice states that:

- October 2025's rent was paid on October 9, 2025;
- November 2025's rent was paid on November 11, 2025;
- December 2025's rent was paid on December 9, 2025;
- January 2026's rent was paid on January 9, 2026;
- February 2026's rent was paid on February 6, 2026;
- March 2026's rent was paid on March 10, 2026;
- April 2026's rent was paid on April 13, 2026; and
- May 2026's rent was paid on May 12, 2026.

5. The Landlord's Legal Representative confirmed that the details contained in the N8 notice of termination were accurate.
6. We find that the N8 notice of termination is in compliance with the Act. It meets the 60-day requirement, and it provides sufficient details as to the reason for the notice.
7. The Landlord's Legal Representative advised that, following the filing of the application, the Tenant paid the June 2026 rent in full and on time on June 1, 2026.
8. On the basis of the uncontested evidence before us, we find 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 8 times in the past 9 months, for the period from October 2025 to June 2026. Although the Tenant has paid the June 2026 rent on time following the filing of the application, the pattern of persistent late payment has been established.
9. The Landlord's Legal Representative advised the Board that the Landlord is no longer seeking a termination of the tenancy.
10. The Landlord seeks a conditional pay-on-time order for 12 months, requiring the Tenant to pay the rent in full and on time for a period of 12 months, subject to section 78 of the Act applying in the event of non-compliance.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. We 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. We find this to be reasonable as the Landlord is no longer seeking a termination of the tenancy and is agreeable to a conditional order.

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 monthly lawful rent on or before the first day of each month for the period commencing July 1, 2026, through June 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (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.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing for the filing fee on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Sharda Sankar Bickramsingh
Member, Landlord and Tenant Board

Nicola Mulima
Vice-Chair, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.