



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

**Citation:** bclMC Realty Corporation c/o Quadreal Residential Properties G.P. Inc. v Masoud,  
2026 ONLTB 49481

**Date:** 2026-06-29

**File Number:** LTB-L-030982-26

**In the matter of:** 302, 2645 BATTLEFORD RD  
MISSISSAUGA ON L5N3R8

**Between:** bclMC Realty Corporation c/o Quadreal Landlord  
Residential Properties G.P. Inc.

**And**

Fatima Masoud Tenant

bclMC Realty Corporation c/o Quadreal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Fatima Masoud (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 17, 2026. The Landlord's Agent, Christina Marinescu, and Representative, Faith McGregor, and the Tenant attended the hearing.

### **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. Therefore, the tenancy shall terminate on August 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 30, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served April 4, 2026. The notice of termination alleges that the Tenant has persistently paid her rent late.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late between April 1, 2025, and March 1, 2026, every month.

5. The Landlord submits that the parties had been before the Board on an L1-application and at that time, in April 2026, the Tenant was able to reach a zero balance, and the application was discontinued to April 30, 2026. However, since that time, the Tenant has again been in arrears and currently owes the Landlord a small balance of \$97.96. Even after receiving the N5 notice, the Tenant consistently paid the rent late in April, May, and June 2026.
6. Based on the monthly rent, the daily compensation is \$54.76. This amount is calculated as follows:  $\$1,665.62 \times 12$ , divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,665.62 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$16.10 is owing to the Tenant for the period from January 1, 2026, to June 17, 2026.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. The Tenant wishes to maintain her tenancy. She submits that she is a single parent of an adult-child who suffers from developmental delays. Although she works full-time, it is difficult to manage the needs of her child.
11. During the hearing, I conducted a close examination of the Tenant's income versus her expenses. However, the Tenant was unable to answer several questions about her financial situation which would have been pertinent to establishing whether the Tenant could abide by a conditional order. For example, she was unable to answer whether she has a student loan, how much that loan is for, or how much she pays monthly towards this expenditure.
12. The Tenant states she did not understand why her finances are relevant to her paying the rent on time. I explained that it was relevant to her ability to meet a conditional order to pay the rent on time moving forward. If she has insufficient income, it would not be helpful to order conditions because she may be put in the position of breaching a Board order.
13. Although the Board understands the difficult situation the Tenant has found herself in, I am unable to conclude, based on the evidence provided during the hearing, that the tenancy is tenable. The Tenant appears to have sufficient income to manage the rent, but despite this, has failed to pay the rent on time for 15 consecutive months. She states that she is in receipt of assistance from "SHIP" and that a worker would be meeting with her to discuss appropriate budgeting. However, she admits she only reached out to SHIP for assistance a few weeks before the hearing.
14. The Tenant is employed, but it is contract work, and she will be in the position where she will have to find another contract as the school year is ending. However, the Tenant could not advise when her contract would be ending or how she planned to meet the ongoing needs of paying her rent in the absence of a contract.

16. Given the above, I am not of the view a conditional order is appropriate in the circumstances. The Tenant could not provide any assurance to the Board, beyond her oral statement that she would definitely ensure her rent was paid on time going forward, that she could actually follow through on this statement. For example, I asked whether the Tenant could pay July's rent on time. The Tenant did not answer this question definitively.
17. I acknowledge SHIP is going to assist the Tenant with budgeting. However, the Tenant has known about this hearing for several months. I was not provided with a satisfactory response about why she had not had this meeting much earlier so that she would be ready at the hearing with a plan.
18. 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 not be unfair to postpone the eviction until August 31, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlord seeks a termination date of July 31, 2026.
19. However, I am of the view that the Tenant requires additional time to August 31, 2026, to termination. She has a child who will undoubtedly be impacted by a move and in my view, the prejudice to the Landlord is less than to the Tenant in this matter. There is a small balance of rent outstanding, but this is, in my view, not sufficient to warrant an earlier termination date.

**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 August 31, 2026.
2. If the unit is not vacated on or before August 31, 2026, then starting September 1, 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 September 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$54.76 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.

**June 29, 2026**  
**Date Issued**

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Jane Dean  
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 March 1, 2027 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.