



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

File Number: LTB-L-027247-26

In the matter of: 1601, 20 GRAYDON HALL DR
NORTH YORK ON M3A2Z9

Between: DEVONSHIRE PROPERTIES INC. Landlord

And

MOHAMMAD RAHMANI Tenant

DEVONSHIRE PROPERTIES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MOHAMMAD RAHMANI (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. Only the Landlord's Representative, Tanya Dickie, attended the hearing.

As of 10:25 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 claimed in the application. Therefore, the tenancy shall continue subject to conditions.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 13, 2026, the Landlord gave the Tenant an N8 notice of termination alleging that the Tenant persistently paid their rent late.
4. 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 rent has been paid late each month from August 2025 through April 2026. Since the application was filed, the Tenant has paid the rent late for the months of May and June 2026.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.
7. 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 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. The Landlord seeks a conditional order.
8. Given that a conditional order allows the Tenant to preserve their tenancy while minimizing further prejudice to the Landlord, I am of the view a 12-month conditional order is appropriate in the circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of 12 months commencing August 1, 2026, through July 1, 2027, the Tenant shall pay the lawful monthly rent on the date it becomes due.
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.

If the Tenant does not pay the Landlord the full amount owing 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

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.