



Order under Section 69 Residential Tenancies Act, 2006

Citation: Behzad v Nouri, 2026 ONLTB 50340

Date: 2026-06-25

File Number: LTB-L-025476-26

In the matter of: Main floor, 24 CORBETT CRES
AURORA ON L4G2G1

Between: Nouredin Behzad Landlords
Mehrafzoon Taherkhani

And

Iris Nouri Tenant

Nouredin Behzad and Mehrafzoon Taherkhani (the 'Landlords') applied for an order to terminate the tenancy and evict Iris Nouri (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on June 3, 2026. The second named Landlord, the Landlords' legal representative, Nima Behzad, the Tenant, the Tenant's legal representative, Ali Golabgir attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy shall continue subject to the conditions set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 24, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains that for the months of January to March 2026 the Tenant has paid their rent late 3 times in those 3 months.
4. This is a notice pursuant to section 58 (1) of *Residential Tenancies Act, 2006* (the 'Act'), which says:

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

1. The tenant has persistently failed to pay rent on the date it becomes due and payable.
5. In interpreting the test above and when considering a notice of termination of this nature, the Board typically would like to observe the rent over a 6-to-12-month period be paid at least 50% late within that same period when assessing persistently late. However, that detail is not actually written into the statutory test.
6. The Landlords provided a rent ledger that showed for the months of January 2025 to December 2025, the Tenant was late 12 times in that 12-month period. This was not disputed by the Tenant.
7. Although the Landlord did not specifically include those months on the notice, that omission did not affect the Tenant's ability to participate in the proceeding or did not hinder the Tenant's ability to understand the case to be met and to mount a defence (s.212 of the Act).
8. Therefore, 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 rent has been paid late 15 times in the past 15 months.
9. The Tenant also failed to pay the rent for April 2026, May 2026, and June 2026, on time.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction:

11. 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.
12. The Tenant did not dispute the late payment of rent. They stated that they are an independent contractor who is paid by cheque. The bank in which they deal with holds every cheque for 5 business days, and so it is difficult for her to make the payments on the 1st. I explained to the Tenant that this argument is not overly convincing as some of the payment dates are well after the 5th or 6th day of each month (sometimes they are on the 9th, 10th, and as even as late as the 20th or 21st).
13. The Tenant has a minor child and is currently in the middle of a custody dispute and requires a stable residence during this time. The Tenant stated that they can ensure that the rent is paid on or before the 10th day of each month for 12 consecutive months.
14. I canvassed the Landlords with respect to the above, there was nothing noted that would be severely prejudicial by allowing the Tenant the 10-day grace period to pay the rent. I noted to the parties that this order would not change the date that the rent is due pursuant to the tenancy agreement; this was a relief from eviction clause to get the Tenant through their family dispute, and to get their finances in order. It was understood that at the end of the 12 months, the Tenant should be able to pay their rent on time.

It is ordered that:

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below.
2. Commencing July 10, 2026, and continuing until June 10, 2027, the Tenant shall pay their lawful monthly rent, in full, on or before the 10 day of each month during this time period.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlords 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 pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant do not pay the Landlords the full amount owing on or before July 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.

June 25, 2026
Date Issued

Curtis Begg
Member, 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.