



**AUG 31, 2023**

Landlord and Tenant Board

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

**Citation:** Morguard NAR Canada Limited Partnership v Altijani, 2023 ONLTB 59680

**Date:** 2023-08-31

**File Number:** LTB-L-058782-22

**In the matter of:** 202, 1547 MISSISSAUGA VALLEY BLVD  
MISSISSAUGA ON L5A3X8

**Between:** Morguard NAR Canada Limited Partnership Landlord

**And**

Fatima Ahmed Idris Altijani Tenants  
Elaf Mohamed Abaker Adam Awad Allah  
Israa Mohamed Abaker Ada Awad Allah  
Almoutasembellah Mohamed Awad Allah  
Ahmed Mohamed Abaker Ada Awad Allah

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Fatima Ahmed Idris Altijani, Elaf Mohamed Abaker Adam Awad Allah, Israa Mohamed Abaker Ada Awad Allah, Almoutasembellah Mohamed Awad Allah and Ahmed Mohamed Abaker Ada Awad Allah (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on July 10, 2023.

Only the Landlord's representative, Faith McGregor attended the hearing.

As of 11:02 a.m., the Tenants were 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 and/or the claim for compensation in the application. However, I find that it would not be unfair to grant relief from eviction on the condition that the Tenants pay the rent on time for a 12-month period.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On September 26, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges that the Tenants failed to pay the rent on the date that it was due. The N8 alleges the rent has been paid late 12 times during the period October 2021 to September 2022
4. Based on the uncontested evidence, I find that The Tenants have 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 12 times during the period October 2021 to September 2022.
5. Since the application was filed in October 2022, the Tenants have paid the rent on time for the period October 2022 to December 2022 and February 2022 to July 2023.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord is not seeking termination but a conditional pay on time order for the period of one year.

Relief from eviction

8. 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.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants continues if the Tenants meets the conditions set out below.
2. The Tenants shall pay the monthly rent for September 2023 on or before September 15, 2023.
3. Starting October 1, 2023 and continuing through August 31, 2024, the Tenants shall pay the monthly rent on or before the first day of each month.
4. If the Tenants fail to comply with the conditions set out in paragraph 2 and 3 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 Tenants. 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 Tenants.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. If the Tenants do not pay the Landlord the full amount owing on or before September 15, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 16, 2023 at 6.00% annually on the balance outstanding.

**August 31, 2023**  
**Date Issued**

  
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Camille Clyne  
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.