



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

**File Number:** TNL-21231-19

**In the matter of:** 404, 2099 LAWRENCE AVENUE W  
TORONTO ON M9N1H9

**Between:** Margoma Holdings C/o Briarlane Rental Property Management Inc. Landlord

**and**

Jamal Hassan Tenants  
Osman Ali Abdi

Margoma Holdings C/o Briarlane Rental Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jamal Hassan and Osman Ali Abdi (the 'Tenants') because they have been persistently late in paying their rent. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard via videoconference on June 24, 2021.

Only the Landlord's legal representative S. Ursino attended the hearing.

**Determinations:**

1. On October 11, 2019, the Landlord served the Tenants a Notice to Terminate the Tenancy at End of the Term for persistent late payment of rent ('N8 notice') with a termination date of December 31, 2019.
2. The Landlord alleges that the Tenants have persistently failed to pay the rent on the date it was due every month from December 2019 through to June 2021. Since the N8 notice of termination was served, the Tenants continued to pay the rent late.
3. The evidence before the Board demonstrates that the rent is due on the first day of the month and from December 2019 to June 2021, the Tenants paid the rent as follows:
  - December 2019: 3 days late
  - January 2020: 2 days late
  - February 2020: 6 days late (partial payment)
  - March 2020: 3 days late
  - April 2020: 6 days late
  - May 2020: 6 days late
  - June 2020: 9 days late

- July 2020: 7 days late
  - August 2020: 4 days late
  - September 2020: 7 days late (including payment of arrears)
  - October 2020: 5 days late
  - November 2020: 4 days late
  - December 2020: 8 days late
  - January 2021: 2 days late (partial payment)
  - February 2021: 8 days late
  - March 2021: 8 days late
  - April 2021: 5 days late
  - May 2021: 9 days late
  - June 2021: 6 days late
4. Based on the foregoing uncontested evidence, I find that the Tenants have persistently failed to pay the rent on the date it was due.
  5. 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.
  6. The Landlord is not seeking an eviction order in this case. They merely want the Tenants to pay rent on time into the future. Therefore, the Tenants will be required to pay rent on time and in full for the next 12 months. If they breach that obligation, the Landlord will be entitled to obtain an eviction order under section 78 of the Act without a hearing or prior notice to the Tenants.

**It is ordered that:**

1. The Tenants shall pay to the Landlord rent on time and in full for the period of September 1, 2021 to August 31, 2022.
2. If the Tenant fails to make any one of the payments in accordance with this order, the Landlord may within 30 days of the Tenants' breach and without notice to the Tenants, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants.

**August 9, 2021**  
**Date Issued**



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**Solape Ilori**  
Member, Landlord and Tenant Board

Toronto North-RO  
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Toronto ON M2N5X5

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