



Order under Section 69 Residential Tenancies Act, 2006

Citation: REGAL COURT APARTMENTS v McGoldrick, 2026 ONLTB 6390

Date: 2026-01-20

File Number: LTB-L-008714-25

In the matter of: 207, 1652 BATHURST ST
YORK ON M5P3J9

Between: REGAL COURT APARTMENTS

Landlord

And

Lauren McGoldrick

Tenant

REGAL COURT APARTMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict Lauren McGoldrick (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 January 5, 2026. The Landlord's Legal Representative, Elaine Page and the Tenant attended the hearing.

Preliminary Issue

1. The Tenant requested an adjournment as she is suffering from the flu and she is not feeling well. She stated that she does not feel prepared for the hearing and has not had a chance to gather her thoughts.
2. The Landlord's Legal Representative contested the adjournment request and submitted that the Tenant had served her a great deal of disclosure and uploaded a significant number of documents to the portal. She further submitted that this matter is a very straightforward matter and the Landlord is simply seeking a pay-on-time order.
3. I do agree that this matter is fairly straight forward and I note that the Tenant has uploaded a number of documents on the portal.
4. Based on the above reasons, I am denying the Tenant's adjournment request but advised the Tenant that I would gladly accommodate her with extra breaks if that would assist her.

Determinations:

5. The parties in this matter entered into a mediated agreement on or about July 21, 2025. This agreement provided that the Tenant pay the rent in full by the third day of every month for the period from August 3, 2025 for a twelve-month period.
6. The Landlord's Legal Representative requested to re-open the application due to an apparent breach by the Tenant.
7. The Tenant made two payments into the Board's trust account on November 4, 2025 and December 1, 2025, each in the amount of \$576.25. This amount of \$1,152.50 will be paid out to the Landlord.
8. Both parties are looking for a new pay-on-time order with rent payments to be made on the first of the month.
5. Based on the agreement between the parties, a conditional, pay on time order for a period of 12 months will be ordered commencing February 1, 2026 and ending January 31, 2027. S. 78 of the *Residential Tenancies Act, 2006* (the 'Act') will be attached for enforcement of the payment order.
6. Although the Landlord was successful with their application, I am not ordering that the Tenant pay the Landlord the application fee. The Tenant advised that her very limited funds which are mainly comprised of disability support payments would make it very difficult for her to pay the application fee. As such, I am using my discretion and I will not be ordering that the Tenant pay the Landlord's application fee.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord the full monthly rent owing on or before the first day of each month commencing February 1, 2026 and continuing thereafter until and including January 31, 2027.
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 *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 Board without notice to the Tenant.
4. The amount of \$1,152.50, paid into the LTB by the Tenant, shall be paid out to the Landlord.

January 20, 2026
Date Issued

Carrie Bertrand
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.