



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

File Number: LTB-L-079891-25

In the matter of: 220 RUSSELL ST
STURGEON FALLS ON P2B1X8

Between: Nipissing District Housing Corporation Landlord

And

Lynne Gaudreau Tenant

Nipissing District Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Lynne Gaudreau (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 December 16, 2025.

Only the Landlord's full time employee, Tonya Wagner, attended the hearing.

As of 9:44 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 and the claim for compensation in the application. However, I find that it would not be unfair to grant relief from eviction. Therefore, I have granted the conditional order set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 23, 2025, the Landlord gave the Tenant an N8 notice of termination effective November 30, 2025. The notice of termination contains the following allegation:

that the Tenant has been late with the payment of rent 39 times during the period July 2022 to September 2025.

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 for October 2024 was partially paid on October 22nd, no rent was paid in November or December. In January full rent was paid on January 27th, in February it was paid in full on February 24th. In March and April no rent was paid. In May partial rent was paid on May 6th and 26th. June through September rent was not paid.
5. The Tenant did pay the rent on time and in full for the months of October, November and December 2025.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
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. I note that the Landlord is seeking to preserve the tenancy.

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 their lawful monthly rent by the 1st day of each month beginning February 1, 2026 until January 1, 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 *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 pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Christina Budweth
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.