



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

File Number: LTB-L-085528-25

In the matter of: 710, 38 DIXINGTON CRES
ETOBICOKE ON M9P2K7

Between: Drake Property Management Landlord

And

Noli Malubay Tenants
Lara Joy Malubay

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Noli Malubay and Lara Joy Malubay (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 December 16, 2025.

The Landlord's legal representative, David Ciobotaru, a licensed paralegal, and the Tenant Noli Malubay, on behalf of both Tenants, attended the hearing

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy 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 Tenants were in possession of the rental unit on the date the application was filed.
3. On August 27, 2025, the Landlord gave the Tenants an N8 notice of termination effective October 31, 2025. The notice of termination contains the following allegation:
4. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The Tenant agreed that the rent ledger attached to the N8 notice was accurate and reflected the dates on which rent was paid; including the February 2025 rent being paid on January 3rd, February 5th and March 5th, the March rent being paid on March 5th and 14th, the April rent being paid on April 29, the May rent paid on May 9th,

the June rent being paid on June 9th and the July rent being paid on July 8th. Only a small portion of the August rent had been paid at the date of delivery of the N8.

5. Full rent for the months of August through December was paid after service of the N8; however, it was late between 2 and 27 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord is prepared to allow the Tenants 60 days to pay this amount.
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.
8. In particular, I have considered the Landlord's willingness to preserve the tenancy with a conditional order. I have also considered that the Tenants together bring home \$5500.00 in net pay through their employment with the City of Toronto and are well able to afford the rent of approximately \$1900.00. The Tenant explained that they have been late with payments because they are sending money home to the Philippines to contribute to the medical care of each of their aging mothers. The Tenants now understand the importance of paying their rent on time.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay their lawful monthly rent by the 1st day of each month beginning February 1, 2026 until January 1, 2027.
3. If the Tenants fail 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 Tenants.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlord the full amount owing on or before March 8, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.

January 8, 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.