



Order under Section 69 Residential Tenancies Act, 2006

Citation: Centurion Property Associates Inc v Bell, 2026 ONLTB 661

Date: 2026-01-06

File Number: LTB-L-075513-25

In the matter of: 407, 277 ANDERSON AVE
OSHAWA ON L1J2N6

Between: Centurion Property Associates Inc Landlord

And

Kaydian Bell Tenant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Kaydian Bell (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 1, 2025.

The Landlord's Legal Representative, Robert Rose and the Tenant attended the hearing.

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. Therefore, an order imposing conditions for the next 12 months shall issue allowing the Tenant to preserve their tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 11, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination stated that the Tenant has paid her rent late 10 out of 12 months for the last year. A ledger was attached to the N8 notice confirming the late rental payments.
4. The rent is due on the 1st of each month and this is a monthly tenancy. The Tenant acknowledged that she is aware that her rent is due on the first of the month but she has been struggling financially as a single parent. The Tenant stated that she has been able to

find a better job with regular hours which will assist her in managing her money. The Tenant stated that she does adhere to a budget plan so that is able to care for her two children on her own.

5. On the basis of the evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.
6. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 find that a pay-on-time order is appropriate in these circumstances. As termination is a remedy of last resort, I find that the Tenant should be given another opportunity with a pay-on-time order.
7. A one-year pay on time and in full payment agreement shall be ordered. Commencing, January 1, 2026, the Tenant shall pay to the Landlord the full rent on the first day of each month and this shall continue for a one-year period ending December 31, 2026.
8. The Landlord's Legal Representative, advised that the Tenant had already paid the Landlord's application fee of \$186.00 so that fee will not be ordered.

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 January 1, 2026 and continuing thereafter until and including December 31, 2026.
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.

January 6, 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.