



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091607-25

In the matter of: 201, 180 VETERANS DR
BRAMPTON ON L7A5G7

Between: Petal Clarke Landlord

And

Marlyn Morris Tenant

Petal Clarke (the 'Landlord') applied for an order to terminate the tenancy and evict Marlyn Morris (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on December 10, 2025.

Only the Landlord's Legal Representative Taff Butters attended the hearing.

As of 2:35 PM, 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:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.

5. The Tenant has paid \$7,650.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$2,550.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,550.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$45.24 is owing to the Tenant for the period from March 27, 2025 to December 10, 2025.

L2 Application – Persistent Late Payment of Rent

10. On October 14, 2025, the Landlord gave the Tenant an N8 notice of termination. The N8 Notice alleges the Tenant has persistently paid rent late from May, 2025 to October, 2025 and attached a Schedule A containing the dates rent was paid for each month in this period. At the hearing the Landlord's Representative testified the dates of payments in Schedule A were correct. The Schedule A indicates that rent was paid late four out of six months.
11. The Landlord's Representative also submitted into evidence that the Tenant paid rent late for November 2025 but paid rent on time for December 2025.
12. Based on the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.

Relief from Eviction

13. In relation to the L1 application, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. With respect to the L2 application, I have also 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.
15. At the hearing, the Landlord's legal representative advised the Board that the Landlord is seeking a standard (voidable) eviction order on the L1 application, and a pay on time (conditional relief) on the L2 Application.
16. What this means is that if the Tenant voids the L1 Application, then pursuant to the L2 Application, the Tenancy continues subject to conditions.

17. In the circumstances of the case, I am satisfied the proposed pay on time condition on the L2 application is reasonable and occasions little prejudice on the Tenant as the alternative would have been a non remedial eviction order on the L2 application.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,286.00 if the payment is made on or before January 19, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 19, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 19, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,570.84. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$83.84 per day for compensation for the use of the unit starting December 11, 2025 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before January 19, 2026, then starting January 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 20, 2026.

L2 Application – Persistent Late Payment of Rent

9. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
10. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period February, 2026 to January, 2026.

11. If the Tenant fails to make any of the payments in paragraph 10 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

January 8, 2026
Date Issued

Sean Ramage
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on July 20, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 19, 2026

Rent Owing To January 31, 2026	\$12,750.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,650.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$5,286.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,488.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,650.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,550.00
Less the amount of the interest on the last month's rent deposit	- \$45.24
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$(1,570.84)
Plus daily compensation owing for each day of occupation starting December 11, 2025	\$83.84 (per day)