



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bains v Parsons, 2026 ONLTB 2237

Date: 2026-01-05

File Number: LTB-L-073663-25

In the matter of: main floor unit, 85 Townline road east
Carleton Place ON K7C2C9

Between: Laura Lynne Bains Landlord

And

Wesley Allan Parsons Tenant

Laura Lynne Bains (the 'Landlord') applied for an order to terminate the tenancy and evict Wesley Allan Parsons (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on November 6, 2025.

The Landlord, the Landlord's support person, Ray Bains, the Tenant's legal representative, Linda Tranter, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities that the Tenant has been persistently late in paying the rent.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 1, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of October 31, 2025. The notice states that the monthly rent is \$1,600.00 and describes a pattern of late payments in 2025, including the dates on which the rent was actually received.
4. The tenancy is a monthly tenancy. The written accommodation agreement provides that the "Guest agrees to pay rate without deduction or abatement to the Owner in advance upon signing the agreement" and identifies the "Basic Unit Rate" as \$1,600.00 per month. A separate summary prepared by the Landlord shows that the lease duration is from November 15, 2024 to May 31, 2025 and that the initial rent for November was pro-rated at \$650.00 for 13 days at \$50.00 per day, corresponding to November 18 to 30. Taken

together, this documentation shows that after the initial pro-rated period in November 2024, the full monthly rent of \$1,600.00 was payable in advance for each monthly rental period beginning on the first day of the month.

5. Having regard to this written documentation and the pattern of dealings between the parties, and applying section 202 of the *Residential Tenancies Act, 2006* (the "Act"), I find that the real substance of the arrangement is that the Tenant is required to pay the rent of \$1,600.00 in advance on the first day of each month. Payments made after the first day of the month are therefore late.
6. The Landlord's payment records show that in February 2025 the full rent was not received until February 24, 2025; in March 2025 the balance was not received until March 7, 2025; in April 2025 the rent was not paid in full until April 3, 2025; in July 2025 the balance was not received until July 31, 2025; and in August 2025 the rent was paid on August 21 and 22, 2025. In several of these months the Landlord served an N4 notice before the rent was brought fully up to date. The Tenant acknowledged that he often paid "later in the month" while trying to catch up financially and did not dispute the specific payment dates.
7. In the seven-month period from February to August 2025, the Tenant was late in paying the rent in most months and, in a number of those months, the rent was outstanding for weeks rather than days. There was also evidence of at least one late payment after the N8 notice was served. I am satisfied that this pattern amounts to persistent late payment of rent within the meaning of section 58(1) of the Act, and that the ground for termination in the N8 notice has been proven.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Tenant gave evidence about his personal and financial challenges and about his efforts to bring the rent current when he fell behind. He expressed remorse for paying late and a willingness to follow a strict payment plan going forward. The Landlord described the stress and uncertainty caused by the repeated late payments and the burden of having to issue multiple notices and pursue this application.
10. Balancing these circumstances, I conclude that it would be too harsh to terminate the tenancy immediately given that the rent is currently paid up and the Tenant's circumstances, but it would not be fair to the Landlord to simply dismiss the application and leave matters unchanged. A conditional order requiring full payment on or before the first of the month for twelve consecutive months provides a fair and proportionate response. It gives meaningful weight to the history of persistent lateness while allowing the Tenant a final opportunity to preserve the tenancy by paying strictly on time.
11. 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.

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 monthly rent due on or before the 1st day of the month for the period of February 1, 2026 to 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

Colin Elsby
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.