



Order under Section 69 Residential Tenancies Act, 2006

Citation: 397104 Ontario Limited c/o EIWO Canadian Management Ltd v Palma, 2026 ONLTB 2526

Date: 2026-01-09

File Number: LTB-L-062879-25

In the matter of: 405, 209 OAKLAND DR
HAMILTON ON L8E1B8

Between: 397104 Ontario Limited c/o EIWO Canadian Management Ltd Landlord

And

Nicole Palma Tenant

397104 Ontario Limited c/o EIWO Canadian Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Palma (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 October 28, 2025.

Only the Landlord's legal representative Preston Haynes attended the hearing.

As of 9:58 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. The Landlord requested a conditional order preserving the tenancy, The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination – Persistently Late

3. On July 15, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: since December 1, 2023 the Tenant paid rent late 20 times in 20 months.
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 has been paid late between four and 18 days 20 times in the past 20 months.
5. The Landlord submitted that since the N8 Notice was served, the Tenant has paid rent mostly on time and has been on time the last two months. The Tenant is not in arrears of rent. Because of this, the Landlord requested a conditional order requiring the Tenant to pay rent on time.
6. 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 requirement that the Tenant pays rent on time and in full for the following year.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 rent on time and in full for the period February 1, 2026 to January 31, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Margo den Haan
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.