



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
and Section 21.1 of the Statutory Powers Procedure Act**

Citation: Sound Property v Acheson, 2025 ONLTB 90911

Date: 2026-12-01

File Number: LTB-L-073881-25-AM

In the matter of: Unit 1, 6448 HIGHWAY 89 East
ALLISTON ON L9R1V2

Between: Sound Property Landlord

And

Jenn Acheson Tenants
Adam Sandy

Sound Property (the 'Landlord') applied for an order to terminate the tenancy and evict Jenn Acheson and Adam Sandy (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 November 20, 2025. The Landlord's Agent, Dave Winfield, and Tenant, Jenn Acheson, who attended on behalf of both Tenants, attended the hearing.

This amended order is issued to correct clerical errors in the order issued December 1, 2025.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall continue subject to conditions.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 3, 2025, the Landlord gave the Tenants an N8 notice of termination alleging the Tenants have persistently paid their rent late.

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 rent has been paid late five times in 2024, between August through December 2024. The rent was paid late six times over nine months between January 2025 and September 2025.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. 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. The Landlord submits that the parties have been before the Board on several occasions in the past. He alleges the Tenants breached a prior conditional order of the Board, but he did not file an application with the Board based on the breach. The Landlord states he has several rental properties, but that the Tenants' ongoing behaviour has forced him to borrow money on a few occasions to make ends meet.
7. The Tenant disputes that the Tenants breached a prior order of the Board. Regardless, the tenancy began in 2015. The Tenants have three children with special needs who reside with them in the rental unit. She submits that her husband does seasonal work, and this has resulted in a lack of stable income particularly over the winter months. However, she is working now, and able to contribute to the family financially. She feels confident that the Tenants can adhere to the terms of a conditional order.
8. I am satisfied that the Tenants have persistently paid their rent late and this has caused the Landlord distress. However, given the Tenants' circumstances and the length of the tenancy, I am persuaded that a conditional order can adequately address the prejudice to the Landlord. As the Landlord testified to several instances of the parties being before the Board on the same or similar grounds, I am satisfied that an 18-month order is warranted to reduce further prejudice to the Landlord.

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 the lawful monthly rent in full on or before the first day of each month for a period of 18 months commencing January 1, 2026, through June 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 Tenants. 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 also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$186.00.

6. If the Tenants do not pay the Landlord the full amount owing on or before December 12, 2025, the Tenants will start to owe interest. This will be simple interest calculated from December 13, 2025 at 4.00% annually on the balance outstanding.

January 12, 2026

Date Amended

Jane Dean

Member, Landlord and Tenant Board

December 1, 2025

Date Issued

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 June 13, 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.