



Order under Sections 74(2) / 69 Residential Tenancies Act, 2006

Citation: Billard v Snyder, 2026 ONLTB 2763

Date: 2026-01-09

File Number: LTB-L-082100-25

In the matter of: 1307 GALLINGER AVE
CORNWALL ON K6J4T4

Between: Alain Billard Landlord
Lynne Villemaire

And

Kayla Snyder Tenant

Alain Billard and Lynne Villemaire (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Snyder (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 November 19, 2025.

The Landlord's legal representative James Moak, the Landlord's agent Alain Billard, and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. Prior to the hearing the Tenant paid all the rent that was in arrears and all additional rent that would have been due under the tenancy agreement for the period ending October 31, 2025, and the filing fee.
2. The Landlord's L1 Application is discontinued.

L2 Application – Persistent Late Payment of Rent

3. 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 six times in the six months preceding the Landlord's N8 Notice.

4. The rent payment due on October 1, 2025, was also not paid on time, but according to the Landlord's ledger, the November 1, 2025, rent was paid in full ahead of the date it was due.

Relief from Eviction

5. 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.
6. The Tenant has now resolved the administrative issues that gave rise to the arrears and the pattern of late payments. She testified that she gave birth in April but experienced difficulty obtaining the social benefits she qualifies for until August.
7. I am satisfied, based on the testimony she gave about her income and expenses at the hearing, that the Tenant is capable of making her rent payments in full and on time. As such, I am granting relief from eviction in the form of a conditional order requiring on-time payments for the next twelve months.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The Landlord's L1 Application is discontinued.

L2 Application – Persistent Late Payment of Rent

2. The tenancy between the Landlord and the Tenant shall continue on the following terms.
3. The Tenant shall pay the Landlord any balance that remains owing on the rent that came due on December 1, 2025, and January 1, 2026, on or before January 31, 2026.
4. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period February 1, 2026, to January 31, 2027.
5. If the Tenant fails to make any of the payments in paragraph 3 or 4 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 9, 2026
Date Issued

Jeremy Henderson
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.