



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-033538-25

In the matter of: 7B, 7 ROBERT ST W
PENETANGUISHENE ON L9M1T9

Between: Ilan Grains Landlord

And

Ruthann Lorrete Tenant
David Dwyer

Ilan Grains (the 'Landlord') applied for an order to terminate the tenancy and evict Ruthann Lorrete and David Dwyer (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.

Ilan Grains (the 'Landlord') also applied for an order requiring Ruthann Lorrete and David Dwyer (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on September 11, 2025.

The Landlord and the Tenant, Ruthann Lorrete attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.

L2 Application – Persistent Late Payment of Rent

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On March 28, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges that the Tenant has paid the rent late 5 out of 7 months between November 1, 2023 and May 1, 2024 as per the following schedule:

Date Rent Due	Date Paid
November 1, 2023	November 3, 2023
December 1, 2023	December 3, 2023
January 1, 2024	January 31, 2024
April 1, 2024	April 3, 2024
May 1, 2024	May 3, 2024

4. The Tenant denied that she has paid the rent persistently late as the Landlord claims. The Tenant did not produce any evidence to support the fact that she has paid the rent on time for the months of November 1, 2023 to May 1, 2024. The Tenant also testified that she informed the Landlord when she would be paying rent late.
5. I found the Landlord's testimony to be credible that the rent was paid persistently late 5 out of 7 months between November 1, 2023 and May 1, 2024. As a result, I find that the Landlord has proven, on a balance of probabilities, that 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. As per the N8 notice, the rent has been paid late 5 out of 7 times between November 1, 2023 and May 1, 2024.
6. The Tenant was required to pay the Landlord \$3,025.85 in daily compensation for use and occupation of the rental unit for the period from July 1, 2025 to September 11, 2025.
7. Based on the monthly rent, the daily compensation is \$41.45. This amount is calculated as follows: $\$1,260.75 \times 12$, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,150.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$96.11 is owing to the Tenant for the period from November 1, 2020 to September 11, 2025.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Compensation for Undue Damage

11. The Landlord sought to withdraw the application for out-of-pocket expenses the Landlord incurred or will incur to repair or replace undue damage to property and I consented to the request.
12. The Landlord's request for compensation for damage is withdrawn.

Section 83 – Relief from Eviction

13. 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 postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
14. The Landlord sought termination of the tenancy as the Tenant has paid the rent short each month from September 2024 to September 2025 and is currently in arrears of \$4,048.75. The Landlord submits that preserving the tenancy would cause the Landlord undue financial hardship.
15. The Tenant sought a conditional order granting relief from eviction in the form of an order to pay rent on time going forward each month. The Tenant acknowledged that she was in arrears of rent but testified that she will be obtaining assistance to pay the outstanding rent. However, as of the date of the hearing, the Tenant has not received the financial assistance she claims she will be receiving and the Tenant's claim she will be obtaining financial assistance to pay the arrears in full was largely speculative.
16. I was not satisfied that the Tenant is able to pay the arrears and pay the rent going forward based on the evidence before me. As a result, I find that it would be unfair to grant relief from eviction in the form of a conditional order requiring the Tenant to pay the rent on time.
17. With regards to whether to postpone eviction, the Tenant sought that in the event the tenancy is terminated that she be given 3-4 months to move out. The Tenant has resided in the unit for approximately 10 years and submits she will experience difficulties finding a new home at a similar rent that she is currently paying.
18. While I do not believe it would be fair to postpone the tenancy for 3-4 months, given the duration of the tenancy, and the difficulty the Tenant will experience in finding a new home, I find that it would not be unfair to postpone eviction to January 31, 2026 to allow the Tenant some additional time to move out of the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 February 1, 2026.
4. The Tenant shall pay to the Landlord \$3,025.85, which represents compensation for the use of the unit from July 1, 2025 to September 11, 2025, less any amounts already paid.
5. The Tenant shall also pay the Landlord compensation of \$41.45 per day for the use of the unit starting September 12, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

7. The Landlord owes \$1,246.11 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant must pay the Landlord is \$1,965,74.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026

Date Issued

Christopher Lin

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 August 1, 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.