



Order under Section 69 Residential Tenancies Act, 2006

Citation: B.P.M. (Mill St.) Developments Limited v Melancon, 2026 ONLTB 4421

Date: 2026-01-12

File Number: LTB-L-089712-25

In the matter of: 1507, 1 CEDARWOODS CRES
KITCHENER ON N2C2L8

Between: B.P.M. (Mill St.) Developments Limited Landlord

And

John Melancon Tenants
Selena Melancon

B.P.M. (Mill St.) Developments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict John Melancon and Selena Melancon (the 'Tenant') 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 January 5, 2026.

Only the Landlord's Legal Representative, Faith McGregor attended the hearing.

As of 9:57 a.m. the Tenants were 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 Landlords have proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, a termination order shall be issued terminating the tenancy between the Landlord and the Tenants.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 10, 2025, the Landlord gave the Tenants an N8 notice of termination deemed served on the same date. The notice of termination alleged that the Tenants have

persistently paid the rent late for the previous 12 months and attached a detailed ledger confirming this information.

4. Further, Ms. McGregor advised that since the N8 notice was served on the Tenants, the Tenants made a partial rent payment for October, 2025 and have paid no rent for November, December and January of 2026.
5. On the basis of the uncontested evidence before me, I find that the Tenants have persistently failed to pay the rent on the date that it was due.
6. The Landlord's Representative sought eviction of the Tenant.
7. I asked the Landlord's Representative to disclose any circumstances that they were aware of in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the "Act") and they stated that they were not aware of any circumstances under this section.
8. Further, Ms. McGregor advised me that an L1 order had been issued on December 17, 2025 terminating the Tenants' tenancy which also dealt with the last month's rent and the claim for compensation.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 23, 2026.
2. If the unit is not vacated on or before January 23, 2026, then starting January 24, 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 January 24, 2026.

January 12, 2026
Date Issued

Carrie Bertrand
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 July 24, 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.