



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093978-25

In the matter of: 472 GLADSTONE ST
HAWKESBURY ON K6A2H1

Between: UCPR-CUPR Landlord

And

Fenique Dery Tenant

UCPR-CUPR (the 'Landlord') applied for an order to terminate the tenancy and evict Fenique Dery (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 January 7, 2026.

Only the Landlord's Agent, Kim Martel, attended the hearing.

As of 2:17 p.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:

L2 Application

1. On October 29, 2025, the Landlord served the Tenant an N8 Notice of Termination (N8 Notice), with a termination date of December 31, 2025. The N8 Notice alleges the Tenant has persistently failed to pay the rent on time in August 2025, September 2025, and October 2025.
2. The Landlord indicates that the late payments started before August 2025 and that the late payments continued every month after the application was filed.
3. There is no minimum number of late payments required to serve an N8 Notice under section 58(1) of the *Residential Tenancies Act, 2006* (the 'Act'). However, it remains the Landlord's obligation to prove the allegations as set out in the N8 Notice and that this conduct constitutes a persistent failure to pay rent on the date it is due.

4. I am satisfied, based on the evidence provided by the Landlord, that the Tenant failed to pay the rent in full and on time on or before the first day of each month for the months of August 2025, September 2025, and October 2025. I am not satisfied, however, that this conduct amounts to a persistent failure to pay rent on the date it was due.
5. The Landlord submits that the Tenant paid the rent late prior to August 2025, however failed to indicate any of those dates on the N8 Notice. Without those dates being identified in the N8 Notice, I am unable to consider them as part of my decision. In *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, the Divisional Court stated that in order to determine the sufficiency of an N5 Notice, it is necessary that the Tenant know the specific allegations against them to know the case that needs to be met. Although in this case, this is an N8 Notice, I find that the reasoning in *Ball* applies to all cases in which a landlord serves a notice of termination and where reasons or details are required to be set in the Notice.
6. The late rent payments the Landlord alleges the Tenant made after the application was filed, will also not be considered because such evidence is only relevant when considering relief from eviction after the allegations of the N8 Notice are proven. Having found that the Landlord has not proven the allegations contained in the N8 Notice, I have not considered evidence of post late rent payments in reaching my decision.
7. For the reasons set out above, the Landlord's L2 Application is dismissed.

L1 Application

8. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$553.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$18.18. This amount is calculated as follows: $\$553.00 \times 12$, divided by 365 days.
12. The Tenant has paid \$1,395.00 to the Landlord since the application was filed.
13. The rent arrears owing to January 31, 2026 are \$1,143.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Relief from Eviction

16. The Landlord is requesting a delayed eviction to February 28, 2026, in order to afford the Tenant the opportunity more time to pay off the remainder of the rent arrears so the

tenancy can be preserved. The Landlord indicates the Tenant has made efforts to repay the amount owing since the application has been filed.

17. The Landlord was not aware of any circumstances that support granting relief from eviction. As noted, the Tenant did not attend the hearing of this matter, therefore I did not have the opportunity to hear the evidence regarding the Tenant's circumstances or to dispute the Landlord's application for an eviction order.
18. 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The Landlord's L2 Application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$1,329.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$1,882.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 28, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$903.26. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 7. The Tenant shall also pay the Landlord compensation of \$18.18 per day for the use of the unit starting January 8, 2026 until the date the Tenant moves out of the unit.
 8. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

9. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 March 1, 2026.

January 26, 2026
Date Issued

Paula West Oreskovich
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 expires on September 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$2,538.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,395.00
Total the Tenant must pay to continue the tenancy	\$1,329.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$3,091.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,395.00
Total the Tenant must pay to continue the tenancy	\$1,882.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$2,112.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,395.00
Total amount owing to the Landlord	\$903.26
Plus daily compensation owing for each day of occupation starting January 8, 2026	\$18.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

