



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

**File Number:** LTB-L-089780-25

**In the matter of:** 605, 1640 LAWRENCE AVE W  
NORTH YORK ON M6L1C6

**Between:** Drake Property Management Landlord

**And**

Jenifer Benjamin Tenant

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Jenifer Benjamin (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.

This application was heard by videoconference on January 7, 2026.

Only the Landlord's representative, Emily Barbat, attended the hearing.

As of 10:28 a.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:**

1. As explained below, the Landlord has proven on a balance of probabilities the Tenant's pattern of persistent late payments. Given the circumstances, I find an order requiring prompt payment to be appropriate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 17, 2025, the Landlord gave the Tenant an N8 Notice. The notice of termination alleges the Tenant paid the rent late 10 months out of the 12 months listed from November 1, 2024 to October 1, 2025.
4. Based on the uncontested evidence of the Landlord, I find the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month.

5. Since the N8 notice was served, the Tenant paid rent on time each and every month between November 1, 2025 to December 1, 2025. I therefore find the Tenant has paid rent on time.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord requested a conditional order. The Tenant has been paying on time and that which supports the relief requested by the Landlord, 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.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord the lawful rent in full and on time for each consecutive month it comes due commencing on February 1, 2026, and continuing through to January 1, 2027.
3. If the Tenant fails 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 Tenant. 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 Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 28, 2026, at 6.00% annually on the balance outstanding.

**January 16, 2026**

**Date Issued**

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Vinuri Sivalingam

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.