



Order under Section 69 Residential Tenancies Act, 2006

Citation: Provenzano v Middleton, 2026 ONLTB 4557

Date: 2026-01-15

File Number: LTB-L-089437-25

In the matter of: Apartment 3, 2651 TRULLS RD
COURTICE ON L1E2N3

Between: Tony Provenzano Landlord

And

Meaghan Middleton Tenant

Tony Provenzano (the 'Landlord') applied for an order to terminate the tenancy and evict Meaghan Middleton (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 5, 2026.

Only the Landlord's Legal Representative, Ali Bukhari attended the hearing.

As of 10:04 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 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 Tenant.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 12, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on September 17, 2025. The notice of termination alleged that the Tenant

persistently paid the rent late 8 months out of the previous 10 months and attached a detailed ledger confirming this information.

4. Further, Mr. Bukhari advised that since the N8 notice was served on the Tenant, the Tenant paid October's rent late, she paid no rent for November, no rent for December and no rent for January of 2026.
5. On the basis of the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.
6. The Landlord's Representative sought eviction of the Tenant.
7. As the Tenant has made no effort to pay their rent on time and they have not attended the hearing to provide submissions, I am ordering termination of the tenancy.
8. 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.
9. Further, Mr. Bukhari advised me that an L1 application was scheduled to be heard in February of 2026 but had not yet been heard. As such, I will deal with last month's rent deposit and the claim for compensation in my order.

Daily Compensation and Rent Deposit

10. The Tenant was required to pay the Landlord \$2,426.40 in daily compensation for use and occupation of the rental unit for the period from December 1, 2025 to January 5, 2026.
11. Based on the monthly rent, the daily compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,050.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$66.23 is owing to the Tenant for the period from September 1, 2024 to January 5, 2026.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

15. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 26, 2026.

2. If the unit is not vacated on or before January 26, 2026, then starting January 27, 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 27, 2026.
4. The Tenant shall pay to the Landlord \$2,426.40, which represents compensation for the use of the unit from December 1, 2025 to January 5, 2026.
5. The Tenant shall also pay the Landlord compensation of \$67.40 per day for the use of the unit starting January 6, 2026 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 \$2,116.23 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 \$496.17.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.

January 15, 2026
Date Issued

Carrie Bertrand
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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 27, 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.