



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086001-25

In the matter of: 405, 38 Dixington Cres
Etobicoke ON M9P2K7

Between: Drake Property Management Landlord

And

Miguel Angel Lopez Ruis Tenant

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Miguel Angel Lopez Ruis (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 December 3, 2025.

Only the Landlord's representative Eric Steiman attended the hearing.

As of 11:22am, the Tenant was not present nor 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.

The Landlord requested to amend the application and remove the claim for daily compensation. This order will reflect that change.

Determinations:

1. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A Landlord may give a Tenant a notice of termination of their tenancy on any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.

2. 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. However, the tenancy shall continue subject to terms and conditions set out below.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The rent is due on the first of each month and this is a month-to-month tenancy.
5. On August 27, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of October 31, 2025.
6. The notice of termination contains that for the period from October 1, 2024, to August 1, 2025, the Tenant paid the rent late 11 times out of 11 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
7. I am satisfied based on a balance of probabilities and based on the uncontested evidence and submissions of the Landlord, that the Tenant has persistently failed to pay rent on the date it was due.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

9. 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.
10. The Landlord seeks termination of the tenancy and submits that despite service of the N8 notice of termination, the Tenants have continued to not pay rent on the date it is due. Since the notice of termination was given the Tenants have made the following payments with respect to their monthly rent.
 - September 1, 2025, partial rent payment on September 23, 2025;
 - October 1, 2025, partial rent payment on October 23, 2025;
 - November 1, 2025, partial rent payment on November 4, 2025;
 - December 1, 2025, no payment as of the hearing date.
11. This supports a finding that the Tenant's late rent payment pattern continued after the N8 was issued. The Landlord submits that the property manager is in communication with the Tenant but were unable to resolve the issue as the pattern of behaviour continued. The Landlord submits that they require the prompt monthly payments of rent to cover the expenses required to maintain the residential building.

12. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.
13. However, I find that the Tenant should be given an opportunity to preserve their tenancy with a pay on time order. I note that this tenancy started on April 28, 2023. Therefore, there is some utility to a pay on time order and I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenants.
14. Eviction is a remedy of last resort. The prejudice to the Landlord is minimal and the concerns raised to the timeliness of rent payments can adequately be addressed through a pay on time order.
15. Given the date of this order, the Tenant will be permitted to pay the lawful monthly rent for December 2025 and January 2026 in full on or before January 30, 2026. This will allow the Tenant time to sort out their finances.
16. This order contains all the reasons within it and no further reasons shall be issued.

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 their lawful monthly rent for December 2025, and January 2026 in full on or before January 30, 2026.
3. Commencing February 1, 2026, and continuing up to and including January 1, 2027, the Tenant shall pay their lawful monthly rent, in full and on or before the first day of each month.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026, at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Reshad Nazeer
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.