



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dyspar (Barrie) Limited v Chicoine, 2026 ONLTB 5172

Date: 2026-01-15

File Number: LTB-L-097408-25

In the matter of: 1109, 2 KOZLOV ST
BARRIE ON L4N5A1

Between: Dyspar (Barrie) Limited Landlord

And

Nancy Chicoine Tenant

Dyspar (Barrie) Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Chicoine (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 12, 2026. Only the Landlord's Legal Representative, Faith McGregor, attended the hearing.

As of 10:14 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
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 Tenant an N8 notice of termination with a termination date of December 31, 2025 (the 'N8 Notice'). In summary, the N8 Notice alleges that the Tenant paid the rent late 12 times from November 2024 to October 2025.

Persistently Late

4. Based on the uncontested evidence of the Landlord, I find that that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The pattern of late payment as set out in the N8 Notice and as submitted at the hearing began in November 2024 and continued to September 2025 with payments being made several days after the 1st of the month. In addition, at the time the N8 Notice was served, the October 2025 rent was only partially paid.
5. The Landlord's Legal Representative submitted that the October 2025 rent was not paid in full until November 6, 2025 and that the late payments continued for the months of November and December 2025. However, the January 2026 rent was paid on time together with the \$186.00 filing fee sought by the Landlord.

Daily compensation

6. In the application, the Landlord requested daily compensation for use and occupation of the rental unit for the period from January 1, 2026 to January 12, 2026. However, as the Tenant paid the rent for January 2026, the Landlord's Legal Representative submitted that the Landlord was not seeking compensation for the aforesaid period. As such, none shall be awarded for this period.
7. Based on the monthly rent, the daily compensation is \$89.63. This amount is calculated as follows: \$2,726.13 x 12, divided by 365 days.

Relief from eviction

8. The Landlord's Legal Representative requested termination of the tenancy, effective January 31, 2026 as the rent has already been paid up to this period. Daily compensation for each day the Tenant remains in the unit after January 31, 2026 was also requested.
9. The Landlord's Legal Representative submitted that the tenancy only began in 2023 and that the Tenant has been late paying the rent for over a year. It was also submitted that the Landlord relies on payment of the rent in full and on time in order to effectively manage and operate the residential complex.
10. As the Tenant was not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlord's Legal Representative stated that she was not aware of any such circumstances.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act') and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenant has persistently paid the rent late and the Tenant did not attend the hearing to dispute the claim against them or to request relief from eviction. That said, as the rent has been paid up to January 31, 2026, and the Landlord was agreeable to a brief delay to the end of the month, I find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) 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 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 Sheriff is directed to give vacant possession of the unit to the Landlord on or after February 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$89.63 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.

January 15, 2026
Date Issued

Rachel Gibbons
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 August 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.