



Order under Section 69 Residential Tenancies Act, 2006

Citation: Saikaley v Tshiaba, 2026 ONLTB 5387

Date: 2026-01-20

File Number: LTB-L-080463-25

In the matter of: 15, 653 St. Laurent Blvd
Ottawa ON K1K3A6

Between: Marcus Saikaley Landlord

And

Raissa Kondo Tshiaba Tenants
Ndjibu Kabengele

Marcus Saikaley (the 'Landlord') applied for an order to terminate the tenancy and evict Raissa Kondo Tshiaba and Ndjibu Kabengele (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on December 3, 2025.

The Landlord and the second named Tenant attended the hearing.

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 Tenants were 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 September 10, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of November 30, 2025. The notice of termination contains that for the period from January 1, 2024, to September 1, 2025, the Tenants paid the rent late 19 times out of 21 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period. The Tenants did not contest that they paid rent late during this period.
6. I find that the Tenants have persistently failed to pay their rent on the date that it is due.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

8. 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.
9. The Landlord is seeking 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 with their monthly rent.
 - October 2025, rent paid on October 2, 2025;
 - November 2025, rent paid on November 6, 2025;
 - December 2025, rent paid on November 27, 2025.
10. The Landlord submits that they require the prompt payment of rent for maintenance of the rental property. The Landlord also submits that there have been previous payments plans with same Tenant, but no pay on time order in the past as it relates to the tenancy.
11. The Tenant submitted that they have been late in making their rental payments because they stopped working to support their family and took vacation time off in 2024 to travel and deal with family emergencies. Now the Tenant submits they are working full time and able to afford the rental unit. The Tenant also submitted that they live in the rental unit with his wife and 3 young children.
12. I find that the Tenants should be given an opportunity to preserve their tenancy with a pay on time order. I say this because although the Tenants have paid their rent in some months before the notice, more recently they have shown a good faith effort to pay rent on or around the first of the month. I note that this is tenancy began in January 1, 2018. I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenants.
13. The Tenant submits a change in circumstance which now allows them to make payments in full and on time. Overall, I find that there has been a change in the Tenants financial circumstance, which is supported by their more recent payment history. I am satisfied a conditional order to pay on time is appropriate in these circumstances.

14. Having considered the positions of both parties, I find that a pay on time order commencing February 1, 2026, would be appropriate. It addresses the Landlord's concerns regarding delayed payments while giving the Tenants a reasonable opportunity to align their obligations with respect to rent. The delay is not so extensive that it would severely prejudice the Landlord.
15. The prejudice to the Landlord is minimal and the concerns raised with respect to continuous late payment of rent can adequately be addressed through a pay on time order.
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 Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay their lawful monthly rent for January 2026, in full on or before January 31, 2026.
3. Commencing February 1, 2026, and continuing up to and including January 1, 2027, the Tenants shall pay their lawful monthly rent, in full and on or before the first day of each month.
4. If the Tenants fail 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 Tenants. 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 Tenants.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

January 20, 2026
Date Issued

Reshad Nazeer
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.