



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097010-25

In the matter of: 32 WATFORD ST
WHITBY ON L1M1E6

Between: Chienchang Lao Landlord

And

Gabre Coore Tenants
Lisa Blohm

Chienchang Lao (the 'Landlord') applied for an order to terminate the tenancy and evict Gabre Coore and Lisa Blohm (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on January 12, 2026. The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, after having regard to all the circumstances pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act') the tenancy will be permitted to continue provided that the Tenants comply with the conditions ordered below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On August 27, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of October 31, 2025 (the 'N8 Notice'). The N8 Notice alleges that the Tenants failed to pay the rent when it was due 5 times during the period from March 2025 to August 2025.

Persistently Late

4. It was the Landlord's evidence that the rent is due on the 1st day of each month and that the Tenants paid the rent late for the months of March, April, May, July, and August 2025. In addition, the Tenants paid the rent late thereafter, for the months of November 2025 and January 2026.
5. The Landlord stated that the payment of rent has been an ongoing issue with the Tenants and that he filed a rent arrears application with the Board, LTB-L-079249-24, which resulted in a payment plan order. However, the Tenants breached the payment plan order,

and the Landlord filed an L4 application with Board, which resulted in an ex parte termination order being issued, LTB-L-013250-25.

6. Upon review of the Board's records, I understand that the Tenants moved to have the ex parte termination order set aside and that they were ultimately successful in doing so as it was determined in order LTB-L-013250-SA-RV that the Tenants breaches were outside their control, were remedied quickly, and all amounts outstanding under the payment plan order were paid in full, although late.
7. The Landlord stated that the late payments have caused him to suffer mentally and financially as he cannot rely on the Tenants to pay the rent in full and on time and the Landlord has several financial obligations such as the mortgage, property taxes and insurance to cover each month.
8. It was the Tenants' evidence that they have lived in the rental unit for approximately 10 years and live there with their 3 children, ages 17, 18 and 24.
9. The Tenants did not dispute that they paid the rent late as set out in the N8 Notice. They also did not dispute that the rent for November 2025 was late. However, they did dispute the late payment for January 2026 as they paid the rent on the 2nd and it was essentially their argument that because the 1st of January is a holiday and the bank was closed, rent paid on the 2nd should not be considered late.
10. The Tenant, Gabre Coore ('GC'), testified that the rent was paid late because one of their businesses closed in April 2025, resulting in less income and that he was in and out of the hospital with heart issues and did not get paid for the days he was sick. In addition, in August 2025 GC was hospitalized for two months for a serious medical issue, which he disclosed at the hearing. GC stated that he was still recovering from his medical issues and is not allowed to lift more than 5 lbs at a time and that he gets exhausted very easily.
11. The Tenants were opposed to termination of the tenancy and believed that they could abide by a conditional order to pay the rent in full and on time for a year as they are both currently working full-time and their health and financial situation is now more stable.

Analysis

12. Based on the evidence and submissions provided, I find that the Tenants have persistently failed to pay the rent on the date it was due as described in the N8 Notice. I also find that the Tenants paid the rent late thereafter for the months of November 2025 and January 2026. With respect to the January 2026 payment, it was not disputed that rent is due on the 1st day of each month. The Tenants were unable to provide evidence to suggest that it is due on the 1st business day of each month. In light of this, the Tenants cannot rely on a holiday or the bank being closed and, therefore, their payment was a day late.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction / Section 83 of the Act

14. The Landlord requested termination of the tenancy on the basis that he relies on the timely payment of the rent to meet his financial obligations and that unpredictability of the Tenants' payments has been an ongoing issue which has created a lot of stress for him.
15. I accept the evidence of GC that there were circumstances with respect to his health that impacted the Tenants' ability to pay the rent on time and that those circumstances were largely out of his control. I also accept GC's evidence that he is still recovering from his health issues and that he currently has physical limitations that would make packing and moving physically difficult.
16. While I understand that there is a history of litigation at the Board between the parties regarding non-payment of rent, this application is for persistent late payment of rent and I find that the Landlord's stress and concerns regarding late payment of rent can be adequately addressed by a conditional order, which will give the Landlord more certainty with respect to the rent payments. If the Tenants do not comply with the conditions ordered, the Landlord will have swift recourse pursuant to section 78 of the Act.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay the rent in full, on or before the 1st day of each and every month, for a period of 12 months, commencing February 1, 2026 to January 1, 2027.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of 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.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing under paragraph 4 of this order, on or before February 3, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Rachel Gibbons
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.