



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091060-25

In the matter of: 3, 14 CLARENCE SQ
TORONTO ON M5V1H1

Between: Total 34 Ltd Landlord

And

Robert Simo Zagorac Tenant

Total 34 Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Simo Zagorac (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 7, 2026.

The Landlord's representative, Emily Barbat, and the Tenant attended the hearing.

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. Given the circumstances, I find an order requiring prompt payment to be appropriate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 17, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served on July 22, 2025. The notice of termination contains the following allegations: 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 rent has been paid late 10 times in the past 12 months.
4. Since the N8 was served, the Tenant paid their rent on time for the months of August 2025, September 2025, October 2025, December 2025 and January 2026. The Tenant paid their rent late on November 2025.
5. The Tenant does not dispute the allegation that the rent has been persistently late.

6. Based on the evidence before the Board, I am satisfied that the Tenant has been persistently late in paying their rent.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant contends that they are now in a position to pay the ongoing rent on time. The Tenant requested an order preserving the tenancy on the condition that the Tenant pay the rent on time for a period of 12 months. The Landlord's representative did not oppose. Given that this application may have otherwise resulted in an eviction, I 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 Tenant provided submissions saying that they felt the filing fee was unreasonable and should not be required to pay it.
10. The Tenant's only argument in support of his position that he should not have to pay the application filing fee is that he paid the Landlord all the rent he owed, and he is not in arrears.
11. It is the Board's normal practice to award a landlord its costs of filing an application for Notice to End your Tenancy at the End of the Term in any situation where the tenant was found to have persistently paid their rent late as of the date the application was filed. This practice is informed by the Residential Tenancies Act, 2006 (the "Act"), the Board's Rules of Practice and the Interpretation Guidelines.
12. Subsection 204(2) of the Act states, "The Board may order a party to an application to pay the costs of another party." This provision provides the Board discretionary power to order a party to pay costs.
13. The Board's Interpretation Guideline #3 entitled "Costs" states: "In most cases, the only costs allowed will be the application fee. This should be ordered if the applicant is successful in obtaining an order which allows the relief they asked for in the application, or substantially all of that relief."
14. Similarly, Rule 23.1 of the Board's Rules of Practice states, "If the applicant is successful, the LTB may order the respondent to pay the application fee to the applicant as 'costs'".
15. Given the above, it appears that the Board is expected to award a landlord its costs of filing an L2 Application based on an N8 Notice where the tenant is found to be persistently late in paying their rent. Therefore, the Tenant is ordered to pay the \$186.00 application fee the Landlord incurred.

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 to the Landlord the lawful rent in full and on time for each consecutive month it comes due commencing on February 1, 2026, and continuing through to January 1, 2027.

3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 3, 2026, the Tenant 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

Vinuri Sivalingam
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.