



Order under Section 69 Residential Tenancies Act, 2006

Citation: Daniels Gateway Rental Communities v Linang, 2026 ONLTB 7562

Date: 2026-01-28

File Number: LTB-L-106575-25

In the matter of: 111, 675 HUNTINGTON RIDGE DR
MISSISSAUGA ON L5R4H9

Between: Daniels Gateway Rental Communities Landlord

And

Clementina Linang Tenants
Rommel Linang
Jacklyn Abellanos

Daniels Gateway Rental Communities (the 'Landlord') applied for an order to terminate the tenancy and evict Clementina Linang, Rommel Linang and Jacklyn Abellanos (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owes (L1 Application); and
- the Tenants has been persistently late in paying the Tenants' rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 19, 2026.

Only the Landlord's agent, Genevieve Chessie, and the Landlord's representative, Nicole Ruby, attended the hearing.

As of 1:50 p.m., the Tenants were 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:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,375.94. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.11. This amount is calculated as follows: \$2,375.94 x 12, divided by 365 days.
5. The Tenant has paid \$5,188.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$165.67.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,375.94 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$2.60 is owing to the Tenant for the period from January 1, 2026 to January 19, 2026.

L2 Application – Persistent Late Payment of Rent

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy will continue subject to certain conditions placed on the Tenants.
11. The Tenants were in possession of the rental unit on the date the application was filed.
12. On October 21, 2025, the Landlord gave the Tenants with an N8 Notice to end the tenancy for persistent late payment of rent. The notice alleges that from January 2025 to October 2025, the Tenants had paid their rent late ten times in ten months.
13. The Landlord's representative stated that rent is due on the first day of each month and for the period January 2025 to October 2025, the Tenants paid rent as follows: January 30 (not paid in full), February (not paid), March 29, April (not paid), June 28 (not paid in full), July 31, August 28 (not paid in full), September 19 (not paid in full), October 3, not paid in full.
14. Based on the uncontested evidence before me, I find that the Tenants have persistently failed to pay the rent on the date it was due.
15. The Landlord's representative stated that after the N8 notice was served, the Tenants continued to pay their rent late, namely November 28 (not paid in full), December 24 and January 1 (not paid in full).

Relief from Eviction

16. The Landlord's agent stated that the Landlord has numerous expenses to pay and relies on prompt payment of rent to run its operations. Furthermore, the Landlord's representative stated that the issue with payment of rent on time is ongoing and that this is the fifth time the parties have been before the Board with respect to rent arrears. As such, the Landlord requests that the tenancy be terminated as soon as possible.

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). With respect to the L1 application, I find that it would not be unfair to postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. I say this because the Tenants have managed to pay all but \$165.67 of the rent arrears and the filing fee of \$186.00. This indicates to me that the Tenants are making a concerted effort to pay the arrears and preserve the tenancy. Delaying the eviction provides a little extra time for the Tenants to pay the balance of the arrears and costs, while minimizing prejudice to the Landlord.
18. With respect to the L2 application, 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. I say this because while the Tenants continued to pay their rent late after service of the N8 notice, there has been a slight improvement. Although the Tenants did not attend the hearing to provide evidence as to their circumstances, this is a long-term tenancy (i.e. almost twelve years) and, in my view, placing a condition on the Tenants that they have to pay their rent on time for a twelve-month period is reasonable in the circumstances.

It is ordered that:

L1 Application

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this part of the order.
2. **The Tenants may void this part of the order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$351.67 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$2,727.61 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this part of the order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this part of order, the Tenants must move out of the rental unit on or before February 28, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$2,918.72. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$78.11 per day for compensation for the use of the unit starting January 20, 2026 until the date the Tenant moves out of the unit.

6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.

L2 application

9. If the Tenants successfully void the L1 portion of this order in accordance with paragraph 2 of this order, then the tenancy between the Landlord and the Tenants continues if the Tenants meet the condition set out below.
10. The Tenants shall pay the Landlord the monthly rent due on or before the first day of each consecutive month for the period March 1, 2026 to February 1, 2027.
11. If the Tenants fail to comply with the conditions set out in paragraph 10 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.

January 28, 2026

Date Issued

Karen Gonçalves

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 expires on September 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$5,353.67
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,188.00
Total the Tenants must pay to continue the tenancy	\$351.67

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$7,729.61
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,188.00
Total the Tenants must pay to continue the tenancy	\$2,727.61

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,461.82
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,188.00
Less the amount of the last month's rent deposit	- \$2,375.94
Less the amount of the interest on the last month's rent deposit	- \$2.60
Total amount owing to the Landlord	(\$2,918.72)
Plus daily compensation owing for each day of occupation starting January 20, 2026	\$78.11 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	