



**Amended Order under Section 69
Residential Tenancies Act, 2006 and
Section 21.1 Statutory Powers Procedures Act**

Citation: Sage v Potts, 2025 ONLTB 97600

Date: 2026-01-22

File Number: LTB-L-028934-25-AM

In the matter of: 357 FLEETWOOD DRIVE - BASEMENT
OSHAWA ON L1K1B9

Between: Lorraine Sage Landlord

And

Brent Potts Tenant

Lorraine Sage (the 'Landlord') applied for an order to terminate the tenancy and evict Brent Potts (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on August 27, 2025.

The Landlord, the Landlord's legal representative, Denise Ranger, and the Tenant attended the hearing.

This order is clerically amended to reflect the full address of the rental unit, specifying basement unit, as specified on the N8 notice and referenced at 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. Therefore, the tenancy continues subject to the conditions in this order. **If the Tenant fails to comply with the conditions set out in this order, the Landlord may apply for an order terminating the tenancy and evicting the Tenant without further notice to the Tenant.**
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On March 16, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: the Tenant paid the rent late or not at all from July 2024 to March 2025.

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of the month. Rent has been paid late 9 times in the past 9 months.
5. Rent was paid on time in the five months since the notice was given.

Daily compensation, NSF charges, rent deposit

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

Relief from eviction

8. The Tenant submits that the application for eviction must be refused pursuant to section 83(3)(a) of the Act which states:

83(3) Without restricting the generality of subsection (1), the Board shall refuse to grant the application where satisfied that,

(a) the landlord is in serious breach of the landlord's responsibilities under this Act or of any material covenant in the tenancy agreement;

9. The Tenant has the onus to prove on a balance of probabilities that the Landlord is in serious breach of their obligations, a higher threshold than a simple breach of the Act.
10. Here the Tenant's allegations relating to the alleged breaches have to do with maintenance and repairs, specifically mold on the concrete floor and flooring material that has been removed for mold treatment and not replaced.
11. The Tenant does not have any particular expertise related to mold and did not submit any third-party documentation confirming the extent of any mold in the unit. Although the Tenant says they have not been staying at the unit because the mold was making them sick, they previously commented to the Landlord that they had caught an illness from their girlfriend and also referred to camping in another municipality close to where he was working. These inconsistencies reduce the credibility of the Tenant's testimony regarding the impact of the mold concerns. The Landlord took some steps to address the Tenant's concerns about mold – the flooring was removed to address the possibility of mold underneath and some treatment was completed using homemade or retail products. Re-installation of the flooring was complicated in part by a breakdown in the relationship between the parties. The Tenant had initially proposed doing some of the work himself and providing the Landlord with quotes for the project, but as the relationship deteriorated so did communication, resulting in differing perspectives on who was responsible for the final steps.
12. While the Landlord's response to the mold concerns is imperfect, the Tenant has failed to prove a serious breach of the Act which would trigger a mandatory refusal of eviction under section 83(3)(a) of the Act. For clarity, I make no determinations as to whether or not any of issues alleged by the Tenant constitute a breach of the Landlord's obligations under section 20(1) or otherwise under the Act, and the Tenant remains free to pursue an

application in relation to them.

13. 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. Since receiving the N8 notice, the Tenant has paid the rent on time. The Landlord is not prejudiced by the tenancy continuing with on-time payment.

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 the rent in full and on time for the 12-month period beginning January 1, 2026.
3. The Tenant shall pay any rent which is currently late within 30 days (by January 22, 2026)
4. If the Tenant fails to comply with the conditions set out in paragraphs 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 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.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 4, 2026 at 4.00% annually on the balance outstanding.

December 23, 2025
Date Issued

January 22, 2026
Date Issued

Dawn Carr
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.