



Order under Section 69 Residential Tenancies Act, 2006

Citation: 736923 Ontario Ltd v Christopher, 2026 ONLTB 8167

Date: 2026-01-26

File Number: LTB-L-100297-25

In the matter of: 114, 2231 EGLINTON AVE E
SCARBOROUGH ON M1K2M8

Between: 736923 Ontario Ltd Landlord

And

Cheryl Christopher Tenant

736923 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Christopher (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 19, 2026. Only the Landlord's Agent, Tamoghna Mishra, and the Landlord's Legal Representative, Lily McMillan, attended the hearing.

As of 11:05 a.m., the Tenant was 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:

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 shall continue provided that the Tenant complies with the conditions ordered below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 17, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of December 31, 2025 (the 'N8 Notice'). The N8 Notice alleges that the Tenant has persistently failed to pay the rent on the date that it is due 13 times from October 2024 to October 2025.

Persistently Late

4. Based on the uncontested evidence of the Landlord, I find that the Tenant has persistently failed to pay the rent on the date it was due as set out in the N8 Notice. The rent is due on the 1st day of each month. The details of the late payments are as follows:
 - rent from October to December 2024 was paid late; and
 - rent from January to October 2025 was paid late.
5. The Landlord's Agent stated that the Tenant also paid the rent late for December 2025 but that the January 2026 rent was paid on time as the Tenant now has preauthorized debit set up for the rent payments.
6. The Landlord incurred costs of \$186.00 to file the application and is entitled to reimbursement of those costs.

Relief from eviction / Section 83 of the Act

7. The Landlord's Legal Representative requested a conditional order that would require the Tenant to pay the rent in full and on time for a period of 12 months, commencing February 1, 2026.
8. The Tenant did not attend the hearing to dispute the allegations against them or to request a different form of relief or outcome. The conditional order sought by the Landlord will give the Landlord some consistency with respect to the rent payments and give the Tenant the opportunity to rehabilitate the tenancy and remain housed. For these reasons, I find the conditions proposed to be reasonable in the circumstances.
9. Accordingly, 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 Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the monthly 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 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 pay to the Landlord \$186.00 for the cost of filing the application. If the Tenant does not pay this amount in full by February 2, 2026, interest will start to accrue on

the balance outstanding. This will be simple interest calculated at 4.00% per annum, commencing February 3, 2026.

January 26, 2026

Date Issued

Rachel Gibbons

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.