



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089173-25

In the matter of: Unit #4, 231 Devenshire Ave
Iroquois Falls ON P0K1E0

Between: Seetharam Are Landlord

And

Gabriel Dzsurdzsa Tenant

Seetharam Are (the 'Landlord') applied for an order to terminate the tenancy and evict Gabriel Dzsurdzsa (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 6, 2026.

The Landlord's representative Daria Berezowska, the Landlord and the Tenant attended the hearing.

Determinations:

1. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A landlord may give a tenant a notice of termination of their tenancy of any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
2. 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. However, the tenancy shall continue subject to terms and conditions set out below.
 3. The Tenant was in possession of the rental unit on the date the application was filed.

4. The rent is due on the first of each month and this is a month-to-month tenancy.
5. On October 2, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of December 31, 2025.
6. The notice of termination contains that for the period from January 1, 2024, to October 1, 2025, the Tenant paid the rent late 20 times out of 22 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
7. The Tenant did not contest the contents of the N8 notice of termination and agreed that rent had been paid late during this time.
8. I find that the Tenant has persistently failed to pay their rent on the date that it is due.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

10. 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.
11. The Landlord seeks termination of the tenancy and submits that despite service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of termination was given the Tenant has made the following payments with respect to their monthly rent.
 - October 1, 2025, rent paid on October 17, 2025;
 - November 1, 2025, rent paid on October 31, 2025;
 - December 1, 2025, rent paid on November 21, 2025;
 - January 1, 2026, rent paid on December 19, 2025.
12. The Landlord submits that letters are sent to the Tenant as a reminder to the Tenant's obligations with respect to paying rent on the date it is due. The Landlord submits that they require the prompt payment of rent to cover the expenses of the rental unit.
13. At the hearing the Landlord requested a pay-on-time order for 18 months in an effort to preserve the tenancy. Given the circumstances, I find this request to be reasonable and so the Landlord's request is granted. This is less prejudicial than a termination order and would allow the Tenant an opportunity to bring their tenancy back into good standing.
14. The Tenant explained why the rent payments have been late. The Tenant submits that they have employment but there is a delay in getting the payments from the employer. The Tenant submits that they have been working for the past 3 months consistently and able to make prompt rental payments in full and on time. The Tenant submit that they are aware of

their obligations and responsibilities as it relates to the rental unit and prompt rental payments. The Tenant was not opposed to the conditional order for 18 months.

15. I find that the Tenant should be given an opportunity to preserve their tenancy with a pay on time order. I say this because although the Tenant has paid their rent late in some months before the notice, more recently they have shown a good faith effort to pay rent in or before the first of the month. I note that this tenancy began on May 1, 2022. Therefore, there is some utility to a pay on time order and I am satisfied that it is likely a pay on time order will correct the payment history of the Tenant.
16. The prejudice to the Landlord is minimal and concerns raised with respect to continuous late payment can adequately be addressed through a pay-on-time order.
17. This order contains all of the reasons within it and no further reasons shall be issued.

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 their lawful monthly rent for February 2026, in full on or before February 9, 2026.
3. Commencing March 1, 2026, and continuing up to and including August 1, 2027, the Tenant shall pay their lawful monthly rent, in full and on time on or before the first day of each month.
4. If the Tenant fails to comply with the conditions set out in paragraph 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 also 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 February 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2026, at 4.00% annually on the balance outstanding.

January 27, 2026
Date Issued

Reshad Nazeer
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.