



Order under Section 69 Residential Tenancies Act, 2006

Citation: Salandra v Morrison, 2026 ONLTB 2598

Date: 2026-01-12

File Number: LTB-L-066312-25

In the matter of: 2, 36 Park Blvd
Etobicoke ON M8W1G8

Between: Luigi Salandra Landlord

And

Steven Morrison Tenant

Luigi Salandra (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Morrison and Patrick Fitzgerald (the 'Tenants') 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 October 29, 2025.

The Landlord's representative Patrick Gajos, the Landlord, and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenant submitted that the N8 notice of termination was not properly served because it was taped to the door of the rental unit.

Section 191(2) – When notice is deemed valid

1. A notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended within the required time period.

Taping a notice to the door does not invalidate service. Accordingly, I find that the N8 was properly served as it was brought to the attention of the Tenant for whom it was intended for.

2. The Tenant objected to the Landlord's evidence on the basis that it was served two days before the hearing. The Landlord submits, that the documents relied upon are documents that had already been served on the Tenant previously, including notices and records already in the Tenant's possession. In this case, the Board finds that: the documents are not new, the Tenant was already aware of the contents and no prejudice arises to the Tenant from the Landlord's reliance on the documents at the hearing.

Accordingly, I will admit the Landlord's evidence.

3. The Tenant submitted that the L2 application is defective because the file number is not written on the application. The Landlord position is that the absence of a file number on the face of the application is a clerical error and does not affect the Board's jurisdiction, the identification of the parties, and the Tenants' ability to understand the case they must meet.

I am satisfied that the Tenant received proper notice of the application and hearing.

4. The Tenant alleges that there was a verbal agreement reached on February 8, 2025. The Tenant alleges that on February 8, 2025. The Tenant alleges that they made an agreement with the Landlord that the Tenant could pay a lesser amount than the lawful monthly rent. The Landlord submits that the recording relied upon is not relevant to the issues before the Board. The Board finds that application before it concerns persistent late payment of rent under section 58 of the *Residential Tenancies Act*. The alleged verbal agreement does not alter the statutory requirements for rent payment, and whether the ground for termination has been established.

I find that the alleged verbal agreement and related recording are not relevant to the issues to be determined and give them no weight.

5. The Tenant submit that the Certificate of Service is defective because it does not identify the individual who served the N8. The Landlord submits that the Certificate of Service identifies; the documents served, method of service and the date of service. There is no requirement that the individual's name be included where service is otherwise clearly described.

I am satisfied on a balance of probabilities that the N8 was served in accordance with the Rules. The Tenant's objection is dismissed.

6. A former Tenant submits that they are no longer in possession of the rental unit and did not personally receive the N8. The Landlord is seeking to amend the application. This order shall reflect that change by removing the name of the former Tenant from the title of proceedings.

This issue does not invalidate service or the application for eviction for the Tenant still in possession.

7. The Tenant requests an adjournment to further prepare for the hearing. The Landlord opposes the request because the Tenant was properly served with the application and notices, the evidence relied upon is not new, and no specific prejudice as against the Tenant was identified that would justify delaying the proceeding. On the other hand, the Landlord opposes the adjournment request because delay would prejudice the Landlord who seeks to terminate the tenancy because the Tenants fails to pay the rent on time.

Accordingly, the Tenant's request for an adjournment is denied.

8. I am not satisfied to dismiss this application on the basis of the preliminary issues

L2 Application:

9. 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.

10. 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.
11. The Tenant was in possession of the rental unit on the date the application was filed.
12. The rent is due on the first day of the month and this is a month-to-month tenancy.
13. On June 11, 2025, the Landlord gave the Tenant an N8 notice of termination which indicated a termination date of August 31, 2025. The notice of termination indicated that for the period of August 1, 2023, to August 1, 2025, the Tenant paid rent late 20 times out of 25 months.
14. The Tenant did not contest the contents of the N8 notice of termination and agreed that rent had been paid late during this time.
15. I find that the Tenant has persistently failed to pay their rent on the date that it is due.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

17. 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.
18. The Landlord is seeking termination of the tenancy and submits that since service of the N8 notice of termination, the Tenant failed to change their behaviour and 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.
- September 2025, no rent paid;
 - October 2025, no rent paid.
19. The Landlord is seeking termination of the tenancy as the pattern of payment behaviour has not been corrected since service of the N8 notice of termination because the tenancy is not viable. The Landlord submits that the Tenant has a documented history of failing to pay when making their own payment schedule and that the Landlord has attempted to negotiate with the Tenant. The Landlord submits that they are seeking a significant balance of arrears under another application before the Board.
20. The Tenant explained why the rent payments have been late. The Tenant submits that they have been gambling and currently under a court order for garnishments of his weekly pay until it is lifted. The Tenant alleges that they would be able to bring in a new roommate to help assist with the monthly rental payments, but the Landlord declined their request. The Tenant allege that they have put in new measures to ensure that the lawful monthly rent will be paid in full and on time to the Landlord. The Tenant alleges that his paycheques are sent to a former Tenant who restricts the Tenant access and allows them to make the lawful monthly rent payments in full and on time before the day it is due. The Tenant also alleges that since the former Tenant has moved out, they are solely responsible for the lawful monthly rent and looking to find roommates to assist financially. The Tenant alleges that once they find a roommate the tenancy will be viable. The Tenant did not dispute that rent has been paid late and did acknowledge their obligations to make payments in full on or before the day rent is due. However, I find that the Tenant should be given an opportunity to preserve their tenancy with a pay on time order. I say this because the Tenant has shown a change in circumstance which now allows them to make their lawful monthly rent payments in full and on time on or before the day rent is late.
21. Having considered the positions of both parties, I find that a pay on time order commencing March 1, 2026, would be appropriate. It addresses the Landlord's concern regarding delayed payments while giving the Tenant a reasonable opportunity to align their obligations with respect to rent.
22. Given the date of this order, the Tenant shall be permitted to pay the full January 2026 and February 2026 rent on or before February 6, 2026. This will allow the Tenant time to sort out their finances.
23. The prejudice to the Landlord is minimal and concerns raised with respect continuous late payment can adequately be addressed through a pay-on-time order.

24. 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 January 2026, and February 2026, in full on or before February 6, 2026.
3. Commencing March 1, 2026, and continuing up to and including February 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 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026, at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Reshad Nazeer
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.