



Order under Section 69 Residential Tenancies Act, 2006

Citation: Valaitis v Pardy, 2026 ONLTB 8640

Date: 2026-01-27

File Number: LTB-L-101004-25

In the matter of: Basement, 213 BERING AVE
ETOBICOKE ON M8Z3A4

Between: Victoria Valaitis Landlords
Peter David Fisher

And

Kim Pardy Tenant

Victoria Valaitis and Peter David Fisher (the 'Landlords') applied for an order to terminate the tenancy and evict Kim Pardy (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 21, 2026. The Landlord, Victoria Valaitis ('VV'), and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 11, 2025, the Landlords gave the Tenant an N8 notice of termination with a termination date of January 31, 2026 (the 'N8 Notice'). The N8 Notice alleges that the Tenant has persistently failed to pay the rent on the date it is due 30 times from January 2022 to November 2025.

Persistently Late

4. The rent is due on the 1st day of each month. It was not disputed that the Tenant failed to pay the rent when it was due and payable as set out in the N8 Notice. The details of the late payments are as follows:
 - rent for January, April, May, June, July, August, September, October, November and December 2022 was paid late;
 - rent for January, February, June, July and October 2023 was paid late;
 - rent for February, July, August, September, October, November and December 2024 was paid late;
 - rent for March, April, May, June, July, August, September and November 2025 was paid late and the November 2025 rent was only partially paid.
5. VV stated that, since the N8 Notice was served, the Tenant did pay the December 2025 rent on time but the January 2026 rent remains unpaid.
6. Based on the evidence and submissions provided, I find that the Tenant has persistently failed to pay the rent on the date that it became due and payable.

Daily Compensation & Filing Fee

7. Based on the monthly rent, the daily compensation is \$31.45. This amount is calculated as follows: $\$956.56 \times 12$, divided by 365 days.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction / Section 83 of the Act

9. The Landlords requested an 11-day termination order considering the history of the Tenant's late payments and the stress and uncertainty that it creates for the Landlords. In this regard, VV stated that she finds the situation unreasonable and untenable as she has tried to work with the Tenant over the years and has made it clear in discussions and correspondence that late payments are not acceptable. In addition, VV stated that the Landlords have given 5 N4 notices of termination to the Tenant for failure to pay the rent.
10. VV was opposed to a conditional order requiring the Tenant to pay the rent in full and on time as she believed that the Tenant would not be able to comply.
11. The Tenant was opposed to termination of the tenancy and sought a conditional order that would require the Tenant to pay the rent in full and on time, commencing March 1, 2026.
12. The Tenant did not dispute that the Landlords had been very understanding over the years and expressed remorse for the situation. It was the Tenant's evidence that she began having issues with paying the rent in full and on time as she suffered from long term affects from coronavirus and she was required to take time off, which was not fully covered by her sick benefits. The Tenant tried to find remote work but had difficulty finding any remote

positions. The Tenant is currently unemployed, and her income consists of approximately \$733.00 per month, which she receives from Ontario Works.

13. The Tenant believed that she would be able to pay her rent in full and on time, starting March 1, 2026, because she had applied for some positions with the non-profit organization that she has been volunteering at and is receiving training for the role she applied for. However, the Tenant had not received a job offer as of the date of the hearing and could only advise that she was told by the non-profit organization that she was being seriously considered for a position. The position is a relief role and is expected to pay \$27.30 per hour for 1 to 3 days per week.
14. The Tenant stated that if the tenancy were terminated, she would need 3 months to pack and make arrangements as she does not have any family that she could stay with and was uncertain if any of her friends could accommodate her as they do not have the space. The Tenant stated that she has tried looking for other places but that there is nothing in her price range.
15. Based on the evidence and submissions provided, I do not find the Tenant's request for a conditional order to be appropriate in the circumstances. The Tenant's current income is less than the monthly rent and, even if she were to be hired for the relief role, the Tenant's income would still not be sufficient to cover the rent and her other basic living expenses. For these reasons, I am not satisfied that the Tenant could comply with a conditional order to pay the rent in full and on time and so the request for a conditional order is denied.
16. The Tenant requested 3 months delay of eviction if her tenancy is terminated. I do not find a delay of this length to be reasonable in the circumstances as the Tenant does not have sufficient income to maintain the tenancy. In light of this, I find it likely that the Tenant would not pay the rent in full and on time during the delay period, which would be prejudicial to the Landlords.
17. That said, the Tenant has lived in the rental unit for approximately 8 years, is struggling financially and does not have a place to go. In light of this, I do find some delay to be appropriate in the circumstances.
18. 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 postpone the eviction until February 28, 2026 pursuant to subsection 83(1)(b) of the Act. Any prejudice this delay may cause the Landlords is mitigated by the last month's rent deposit held by the Landlords.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after March 1, 2026.
4. The Tenant shall pay the Landlords compensation of \$31.45 per day for the use of the unit starting February 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlords the full amount owing under paragraph 5 of this order, on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 27, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant 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.