



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1000915350 Ontario Inc v Maw, 2026 ONLTB 8693

Date: 2026-01-28

File Number: LTB-L-105656-25

In the matter of: 2, 145 BASE LINE RD W
LONDON ON N6J1V6

Between: 1000915350 Ontario Inc Landlord

And

Justin Maw Tenants
Kelly Lyons

1000915350 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Maw and Kelly Lyons (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on January 21, 2026. The Landlord's Agent, Calista Tryon, and the Tenants attended the hearing.

Determinations:

Preliminary Issue – Named Tenants

1. The Tenant, Justin Maw ('JM'), raised that the Tenant, Kelly Lyons ('KL'), vacated the rental unit about a year ago and that the lease was amended to remove KL as a Tenant. The Landlord's Agent was unaware of any such amendment to the lease and the Tenant did not provide a copy of the amended lease as evidence. For these reasons, I am not satisfied that KL is no longer a tenant under the lease and, as such, she remains as a tenant party to the application.

The Application

2. 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 Tenants comply with the conditions ordered below.
3. The Tenants were in possession of the rental unit on the date the application was filed.

4. On December 9, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of February 28, 2026 (the 'N8 Notice'). The N8 Notice alleges that the Tenant persistently failed to pay the rent on the date that it was due 9 times from April to December 2025.

Persistently Late

5. The rent is due on the 1st day of each month. JM did not dispute that the Tenants failed to pay the rent in full when it was due as set out in the N8 Notice. In particular, it was not disputed that the rent for April, May, June, July, August, September, October, November and December 2025 was paid late.
6. The Landlord's Agent stated that Tenants also paid the rent late after the N8 Notice was served. In this regard, the January 2026 rent was paid on January 2, 2026.
7. JM stated that the rent for January was one day late because the 1st of January is a holiday and his bank was closed.
8. Based on the evidence and submissions provided, I find that the Tenants have persistently failed to pay the rent on the date that it becomes due and payable as set out in the N8 Notice.

Relief from eviction

9. The Landlord's Agent requested an 11-day termination order considering the Tenants' history of late payment and submitted that the Landlord relies on the timely payment of the rent in order to maintain and operate the residential complex, which contains 15 rental unit.
10. JM was opposed to termination of the tenancy and requested a conditional order to pay the rent in full and on time, commencing February 1, 2026.
11. It was JM's evidence that he is the one that pays the rent and that he had difficulty paying the rent in full and on time because he was behind on his child support payments and had lost his license, which affected his ability to do generate more income through on-call work. JM stated that he is now caught up on his child support payments and got his license back. As a result, he will have more money to put toward the rent and he is able to generate more income as he can now drive, which is required for on-call work.
12. JM stated that he has lived in the rental unit for approximately 8 years and has a teenage daughter that he helps support and that she comes over from time to time. If he were evicted, he stated that he does not have any friends or family that he could stay with and he does not have any money saved for first and last. In light of this, he requested at delay of 4 months if his tenancy were terminated.

Analysis

13. At the hearing, JM gave evidence with respect to his income and his expenses and I am satisfied, based on the evidence provided, that JM has sufficient income to maintain the tenancy by paying the rent in full and on time. In light of this, and considering the circumstances of the parties, I find the conditional order requested by JM to be appropriate

in the circumstances as it will give the Landlord some consistency with respect to the rent payments and will give the Tenants an opportunity to rehabilitate the tenancy while remaining housed. There was no evidence to suggest that a conditional order would cause financial hardship to the Landlord and, if the Tenants breach the conditions ordered, the Landlord will have swift recourse under section 78 or the Act.

14. 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 Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay the monthly rent, 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 Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants. 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 Tenants.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing under paragraph 4 of this order, on or before February 28, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026
Date Issued

Rachel Gibbons
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.