



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089554-25

In the matter of: 305, 45 Wasdale Cres
North York ON M6A1W9

Between: KNRS Properties Inc Landlord

And

Rizaldy Acosta Tenants
Helen Acosta

KNRS Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Rizaldy Acosta and Helen Acosta (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 6, 2026.

Only the Landlord's representative Eric Steiman attended the hearing.

As of 11:31am, the Tenant was not present nor 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. 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 Tenants were 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 September 18, 2025, the Landlord gave the Tenants an N8 notice of termination with a termination date of November 30, 2025.
6. The notice of termination contains that for the period from April 1, 2024, to September 1, 2025, the Tenant paid the rent late 18 times out of 18 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
7. I am satisfied based on a balance of probabilities and based on the uncontested submissions of the Landlord, that the Tenants have persistently failed to pay rent on the date it was due.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

9. 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.
10. The Landlord seeks termination of the tenancy and submits that that despite service of the N8 notice of termination, the Tenants have continued to not pay rent on the date it is due. Since the notice of termination was given the Tenants have made the following payments with respect to their monthly rent.
 - October 1, 2025, partial rent payment on October 29, 2025;
 - November 1, 2025, rent paid on November 26, 2025;
 - December 1, 2025, partial rent payment on December 10, 2025;
 - January 1, 2026, no information as of the hearing date.
11. The Landlord's representative states that letters are sent to the Tenants each time rent is late as a reminder to the Tenants' obligations with respect to paying rent on the date that it is due, but there has been no communication from the Tenants. The Landlord submits that they require the prompt payment of rent to manage the expenses of the residential unit.
12. As noted, the Tenants did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.

13. However, I find that the Tenants should be given an opportunity to preserve their tenancy with a pay-on-time order. I say this because although the Tenants have paid their rent late in some months before the notice, more recently they have shown a good faith effort to pay rent. I note that this tenancy started on October 15, 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 behaviour of the Tenants.
14. Eviction is a remedy of last resort. The prejudice to the Landlord is minimal and the concerns raised with respect to the timeliness of rent payments can adequately be addressed through a pay on time order.
15. Given the date of this order, the Tenants will be permitted to pay the lawful monthly rent for January 2026, and February 2026 in full on or before February 9, 2026. This will allow the Tenants time to sort out their finances.
16. This order contains all the reasons within it and no further reasons shall be issued.

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 their lawful monthly rent for January 2026, and February 2026, in full on or before February 9, 2026.
3. Commencing March 1, 2026, and continuing up to and including February 1, 2027, the Tenants shall pay their lawful monthly rent, in full and on time on or before the first day of each month.
4. If the Tenants fail 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 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.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing on or before February 7, 2026, the Tenants 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

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