



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084939-25

In the matter of: 308, 7 Richgrove Dr
Toronto ON M9R2L1

Between: Minto Apartment Limited Partnership Landlord

And

Mariana Hristova Tenant

Minto Apartment Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Mariana Hristova (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 December 3, 2025.

The Landlord's representative Faith McGregor, and Martin Zarnett attended the hearing.

As of 9:51am, 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.

The Landlord is no longer seeking per diem compensation and the application was amended accordingly.

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. Therefore, the tenancy will be terminated on February 28, 2026.
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 1, 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 October 1, 2024, to September 1, 2025, the Tenant paid the rent late 11 times out of 12 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 evidence of the Landlord, that the Tenant has persistently failed to pay rent 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 postpone the eviction until February 28, 2026, pursuant to subsection 83(1)(b) of the Act.
10. The Landlord seeks termination of the tenancy and submits that the Tenant has persistently paid the rent late and that since the Tenant was served with the N8 notice of termination, rent has still not been paid in full and on time.
 - October 1, 2025; no rent paid;
 - November 1, 2025; no rent paid;
 - December 1, 2025; no rent paid.
11. This supports a finding that the Tenant's late rent payment pattern continued after the N8 notice was issued. As noted, the Tenant 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. Given the Tenant's ongoing behaviour to pay the rent after it is due and owing, I am satisfied a conditional order to "pay on time" is not appropriate in these circumstances. The Landlord's representative submits that they have been before the Board before in 2024 for persistent late payment of rent, and the Landlord relies on the prompt rental payments for commitments and obligations as they come due with respect to the rental unit.
12. However, I recognize that this tenancy started on October 1, 2013, and as such find it reasonable to provide the Tenant with sometime to find alternative accommodations.

Given the Landlord is holding a last month rent deposit it is reasonable to delay eviction. The delay is not so extensive that it shall severely prejudice the Landlord.

13. This order contains all the reasons within it and no further reasons shall be issue.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord 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 Landlord on or after March 1, 2026.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026, at 4.00% annually on the balance outstanding.

January 30, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on August 29, 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.