



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090313-25

In the matter of: 906, 675 MARTIN GROVE RD
ETOBICOKE ON M9R3T5

Between: Hi Lo Investments Ltd. Landlord

And

Jerome Greenwich Tenant

Hi Lo Investments Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Jerome Greenwich (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 January 7, 2026.

The Landlord's representative, Sharon Harris, and the Tenant attended the hearing.

Determinations:

1. 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. Given the circumstances, I find an order requiring prompt payment to be appropriate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 27, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 11 times in the past 12 months.
4. The Landlord submitted that after they served the N8 notice of termination, the Tenant continued to pay their rent late for the months of September 2025, October 2025, November 2025, December 2025 to January 2026.

5. The Tenant does not dispute the allegation that the rent has been persistently late. It was the evidence of the Tenant that they had issues paying the rent on time each month because their mother's health issues, and it was hard to keep with expenses and the rent. The Tenant submitted the Tenant's brother has now taken over the medical expenses for his mother and the Tenant is able to pay the on-going rent.
6. Based on the evidence before the Board, I am satisfied that the Tenant has been persistently late in paying their rent.
7. The Tenant requested that I exercise my discretion in this case by granting them relief from eviction by way of a conditional order.
8. The Tenant explained that they began experiencing difficulties paying the rent when their mother's health deteriorated, and the Tenant became responsible for their medical expenses. He testified that since then, his brother will be taking over as primary caregiver, and he no longer will bear her expenses. He provides his monthly household income is \$3,200.00. He provides that his monthly expenses amount to \$2,068.70 including rent.
9. The Tenant contends that they are now in a position to pay the ongoing rent on time.
10. The Landlord objected to the Tenant's proposal of conditional plan. The Landlord indicated that the Tenant's failure to pay the rent has been a financial strain on the Landlord as that they are incurring further administrative fees to keep a track of the Tenant's payments.
11. The tenancy began in January 2021, and this is the first application the Landlord has filed with the Board against this Tenant. As eviction is a remedy of last resort, I am of the view the Tenant should be given another opportunity to continue the tenancy provided the Tenant meets the conditions set out below.
12. The prejudice to the Landlord is alleviated as the relief is subject to section 78 of the Act which allows the Landlord to file for eviction if the Tenant misses any of the payments set out in this order.
13. 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.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 to the Landlord the lawful rent in full and on time for each consecutive month it comes due commencing on February 1, 2026, and continuing through to January 1, 2027.

3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
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 7, 2026, the Tenant 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

Vinuri Sivalingam
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.