



**Order under Section 69  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-084876-25

**In the matter of:** 4, 30 Hotspur Road  
North York ON M6A1X6

**Between:** David Moreal Landlord

**And**

Alexey Mazurov Tenant

David Moreal (the 'Landlord') applied for an order to terminate the tenancy and evict Alexey Mazurov (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 and the Tenant attended the hearing.

**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 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 September 20, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of November 30, 2025.
6. The notice of termination contains that for the period from February 1, 2025, to September 1, 2025, the Tenant paid the rent late 8 times out of 8 months. This is supported by the Landlord's ledger provided in the N8 notice.
7. The Tenant did not contest the contents of the N8 notice of termination and agreed that rent had been paid late during this time.
8. I find that the Tenant has persistently failed to pay their rent on the date it is due.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction:

10. 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.
11. Since service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of termination was given the Tenant has made the following payments with respect to their monthly rent.
  - October 1, 2025, rent paid on November 2, 2025;
  - November 1, 2025, rent paid on November 27, 2025;
  - December 1, 2025, rent paid on December 1, 2025.
12. However, the Landlord is seeking a pay on time order which is reasonable to allow the Tenant to preserve the tenancy. This is less prejudicial than a termination order. I find that the Landlord's request is reasonable, therefore it shall be granted. The Landlord requested an order that the Tenant pay their rent on time for the next 24 months due to the pattern of behaviour of paying rent late has continued since the occupancy started. The Landlord's position is that the prejudice is limited as rent is always due on the first.
13. It is general practice of the Board to limit a pay on time order for 12 consecutive months. Although I recognize that the Board may have the authority to issue a pay on time order beyond the general 12 months – there is nothing present in this case that persuades me to deviated from the general practice. There was no evidence presented that there has been other pay on time orders in the past with respect to this tenancy, or special circumstances given. Accordingly, the request for a 24 month pay on time order is denied.
14. The Tenant explained why the rent payments have been late. The Tenant submits that they have not been able to pay on time due to a medical issue with their parent causing the Tenant to financially support them back home in another country. The Tenant submits

that they quit their job in July 2025, which since September 2025, they have found new employment. The Tenant is aware of their obligations to pay on time and submits that they are able to make these payments moving forward.

15. I find that the Tenant should be given an opportunity to preserve their tenancy with a pay on time order. I say this because although the Tenant has paid their rent late in some months before the notice, more recently they have shown a good faith effort to pay rent on or before the first of the month. I note that this tenancy started in February 2017. 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 history of the Tenant.
16. Given the date of this order, the Tenant will be permitted to pay the full January 2026 and February 2026 rent on or before February 9, 2026. This will allow the Tenant time to sort out their finances.
17. This order contains all of the reasons within it and no further reasons shall be issued.

**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 their lawful monthly rent for January 2026 and February 2026, on or before February 9, 2026.
3. Commencing March 1, 2026, and continuing up to and including February 1, 2027, the Tenant shall pay their lawful monthly rent, in full and on time, on or before the first business day of each month.
4. If the Tenant fails 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 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.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before February 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 9, 2026, at 4.00% annually on the balance outstanding.

**January 28, 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.