



Order under Section 69 Residential Tenancies Act, 2006

Citation: Slood v Dilworth, 2026 ONLTB 9191

Date: 2026-01-29

File Number: LTB-L-085487-25

In the matter of: 569 Arkell RD SS 207
Arkell ON N0B1C0

Between: John Slood Landlord

And

Willy Dilworth Tenant

John Slood (the 'Landlord') applied for an order to terminate the tenancy and evict Willy Dilworth (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 agent Jessica Goyda, 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 on 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 July 31, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of September 30, 2025. The notice of termination contains that for the period from June 1, 2024, to July 1, 2025, the Tenant paid the rent late 6 times out of 14 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period. The Tenant did not contest that they paid rent late during this period.
6. I find that the Tenant has persistently failed to pay their rent on the date that it is due.

Relief From Eviction

7. 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.
8. The Landlord is seeking termination of the tenancy and submits that despite 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 with their monthly rent.
 - August 1, 2025, rent paid on August 7, 2025;
 - September 1, 2025, rent paid on September 1, 2025;
 - October 1, 2025, rent paid on October 10, 2026;
 - November 1, 2025, no rent payment;
 - December 1, 2025, no rent payment
9. The Landlord submits that they require prompt payment of rent for medical expenses and expect large medical challenges moving ahead.
10. The Tenant submitted that they have been late in making their rental payments because they stopped working due to lack of employment. Now the Tenant submits they are working full time and able to afford the rental unit.
11. 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 around the first of the month. I note that this tenancy began in 2008. I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenant.
12. The Tenant submits a change in circumstance, which now allows them to make rent payments in full and on time. Overall, I find that there has been a change in the Tenant's financial circumstance, which is supported by their more recent payment history and

submissions that they are able to afford the rental unit. I am satisfied a conditional order to pay on time is appropriate in these circumstances.

13. Having considered the positions of both parties, I find that a pay on time order commencing March 1, 2026, would be appropriate. It addresses the Landlord's concerns regarding delayed rent payments while giving the Tenant a reasonable opportunity to align their obligations with respect to rent. The delay is not so extensive that it would severely prejudice the Landlord.
14. The prejudice to the Landlord is minimal and the concerns raised with respect to continuous late payment of rent can adequately be addressed through a pay on time order.
15. Given the date of this order, the Tenant 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 Tenant 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 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, in full 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 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.

January 29, 2026
Date Issued

Reshad Nazeer
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.