



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

File Number: LTB-L-104862-25

In the matter of: 107, 2194 KING ST E
HAMILTON ON L8K1W6

Between: DRAKE PROPERTY MANAGEMENT Landlord

And

DANUSE WOZNIAKOVA Tenant

DRAKE PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict DANUSE WOZNIAKOVA (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 27, 2026.

The Landlord's representative, Sabrina Marchionne, and the Tenant together with her daughter, Andrea Biltan, 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. However, I find that it would not be unfair to grant relief from eviction. Therefore, I have granted the conditional order set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 28, 2025, the Landlord gave the Tenant an N8 notice of termination effective January 31, 2026. The notice of termination contains the following allegation: that the Tenant paid the rent late 20 of the 20 months during the period May 2024 to November 2025.

4. At the outset of the hearing, the Tenant attempted to explain her circumstances without assistance. As the hearing progressed, the Tenant's daughter began to assist her mother in interpretation and to in answering questions.
5. 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 Tenant conceded that the schedule of late payments attached to the Landlord's N8 Notice accurately sets out the late payment history. The Tenant explained that her sole source of income is government assistance in the form of Old Age Security as well as some GST credit payments.
6. Following delivery of the N8 and service of the application by the LTB, the Tenant has continued to pay her rent late and the rent for January was outstanding at the date of the hearing.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. During the hearing the Tenant asked that the parking charge which forms part of her rent be deleted as she no longer has an automobile. The Tenant was advised that this request must be made through the Landlord's management company. She was clearly advised that this hearing would not result in a reduction in rent.
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 Tenant has been residing in this unit for 6 years; although she has been persistently late in the payment of rent, she testified that she is late because she is reliant on her government assistance to pay the rent, and it is not delivered in time for the rental payments to be made on or before the 1st of every month.
11. It was clearly explained to the Tenant and her daughter that the Tenant has a legal obligation to ensure that the rent is paid on time and in full every month.
12. Although the Landlord's agent requested termination of the tenancy, she did concede that the Landlord would accept a conditional order for a period of 24 months.
13. I have determined that the appropriate length of time of the conditional order is 18 months. This period of time will be sufficient to ensure that the Tenant adheres to a pattern of paying her rent in full and on time.

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 must pay her rent for the month of February on or before February 15, 2026.

3. The Tenant shall pay her lawful monthly rent by the 1st day of each month beginning March 1, 2026 until August 1, 2026.
4. If the Tenant fails to comply with the conditions set out in paragraphs 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 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 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 28, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026

Date Issued

Christina Budweth

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.