



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

File Number: LTB-L-103757-25

In the matter of: 505, 44 OXFORD ST
BRANTFORD ON N3R6B1

Between: 931371 Ontario Ltd. Landlord

And

Isaiah Robertson Tenant

931371 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Isaiah Robertson (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.

Only the Landlord through its principal, Alois A. Sablatnig, and their legal representative, Madhi Alshami, an articling student, attended the hearing.

As of 10:15 a.m., the Tenant was not present or 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.

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 made 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 December 8, 2025, the Landlord gave the Tenant an N8 notice of termination effective February 28, 2026. The notice of termination contains the following allegation: that the Tenant has been late in the payment of rent 13 of 13 months during the period November 2024 to December 2025.

4. 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 in November 2024 was paid in 3 installments on the 1st, 12th and 22nd of November, one small payment toward December rent was made on December 2nd, in January \$1500.00 was paid on the 14th which reduced but did not erase the arrears. On February 21st a \$1500.00 payment put the Tenant in a small credit position. In March rent was paid on the 14th and 19th of March. In April rent was paid on the 1st and the 15th. In May a payment on the 16th put the Tenant in a small credit balance. In June a large payment of \$180000 was made on the 27th to June rent. In July the rent payment on the 8th brought the Tenant into good standing. In August an overpayment on the 27th brought the Tenant into a \$575.00 credit position. Rent for September was paid on September 8th. In October rent was paid on the 21st of the month and again there was a credit. In November the Tenant paid approximately half his rent which together with his credit brought the rent into good standing.
5. The Tenant has developed a pattern of overpaying slightly when he pays the rent late and then paying rent again the next month late and bringing himself into good standing. The credit position from time to time does not negate the fact that the Tenant does not pay the rent in full and on time and has not done so for the past 13 months.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
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 initially requested termination of the tenancy but stated quite candidly that he was prepared to preserve the tenancy if the Tenant would just pay his rent on time and in full. The order below seeks to address this concern and gives the Tenant an opportunity to salvage the tenancy. This tenancy began in 2018 and in view its duration an opportunity for the Tenant to preserve it is warranted.

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 rent for February 2026 by February 15, 2026.
3. The Tenant shall pay their lawful rent by the 1st day of each month beginning March 1, 2026 until February 1, 2027.
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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

February 5, 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.