



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mark Manor v Merlo, 2026 ONLTB 11229

Date: 2026-02-06

File Number: LTB-L-102880-25

In the matter of: 202, 20 MARK AVE
VANIER ON K1L6A7

Between: Mark Manor Apartments Landlord

And

Giuseppe Merlo Tenant

Mark Manor Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Giuseppe Merlo (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 26, 2026.

The Landlord's Legal Representative, Grace George, the Landlord's property manager, Paul Hill 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 in the application. Therefore, an order imposing conditions for the next 12 months shall issue allowing the Tenant to preserve their tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 20, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination alleged that the Tenant persistently paid the rent late from October of 2024 through November of 2025 and attached a detailed ledger confirming this information. The Tenant paid the rent late 8 months out of the last 13 months.

4. Ms. George submitted that over the last two months, the Tenant paid his rent on time for December but as of today's date had not paid any rent to the Landlord. The Tenant paid his rent late 9 months out of the past 15 months.
5. The Tenant provided a copy of an email from the Landlord in 2020 whereby the Landlord stated that he would work with the Tenant regarding the varying dates of his rent payments. The Tenant explained that he works as a contractor and gets paid by the piece so he does not have regular payments coming in. The letter that he provided was sent to the Tenant in 2020, prior to the Tenant moving in, stating that the Landlord would work with the Tenant on this issue.
6. The Tenant stated that based on this email, he was allowed to pay his rent on varying dates throughout the month and not simply on the first day of the month.
7. Ms. George submitted previous emails that she sent to the Tenant reminding him that he was required to pay his rent on the first of the month. Further, she submitted that there is an interim order on LTB-L-023173-25 which relates to an L1 application between the parties and this interim order states "As of August 1, 2025, the Tenant shall pay the ongoing rent to the Landlord, by the day it is due, until this matter is resolved or the LTB orders otherwise.
8. On the basis of the evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due. Further, the interim order confirms that the Tenant knew that the rent was due on the first of the month.
9. Eviction should be ordered as a last resort. Based on the above facts, I am choosing to order a conditional order under section 78 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act")
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

8. 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.

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 the Landlord monthly rent owing on or before the first day of each month commencing March 1, 2026 and continuing thereafter until and including February 28, 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 *Act*, for an order terminating the tenancy and

evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.

4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application by February 28, 2026.
5. If the Tenant fails to make the payment owing under paragraph 4, and by the date required, the balance owing under paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Act*.

February 6, 2026
Date Issued

Carrie Bertrand
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.