



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102100-25

In the matter of: Unit B, 127 VERDUN RD
OSHAWA ON L1H5S9

Between: Carlton D'Cruze Landlord
Amir D'Cruze

And

Philippe Duguay Tenant

Carlton D'Cruze and Amir D'Cruze (the 'Landlord') applied for an order to terminate the tenancy and evict Philippe Duguay (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 22, 2026.

Only the Landlord, Carlton D'Cruze attended the hearing.

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. Therefore, the tenancy shall be terminated February 28, 2026, and the Landlord is entitled to daily compensation after the termination date on the N8 notice.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

1. On December 3, 2025, the Landlord gave the Tenant an N8 notice of termination under section 58(1) of the *Residential Tenancies Act, 2006*. The notice identifies the tenant has

persistently failed to pay rent on the date it becomes due and payable and was deemed served December 3, 2025. The notice of termination contains the following allegations:

- 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 paid the rent late 10 times over the 10-month period from March 2025 to December 2025.
2. 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 has been paid late 10 times in the past 10 months per the N8 Notice. Additionally, since the N8 notice was served, the Tenant continued paying his rent late for January 2026.
 3. The pattern of late payment is unmistakable and persistent.

Daily compensation, NSF charges, rent deposit

4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$59.55 is owing to the Tenant for the period from November 1, 2024, to January 22, 2026.
6. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to provide any evidence that would be relevant to my analysis under section 83 of the Act.
8. Based on the allegations in the N8 notice, and submissions of the Landlord, the requested eviction order shall be issued based on the Landlord's L2 application for persistent late payment of rent.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.

4. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting March 1, 2026, until the date the Tenant moves out of the unit.
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 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 6, 2026

Date Issued

Nathan Korenberg

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 1, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.