



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

File Number: LTB-L-053148-25

In the matter of: PO Box 159, 135 Empress Avenue
HURON PARK ON N0M1Y0

Between: Huron Green Inc. c/o Linwood Management Landlord

And

Bernadette Fletcher Tenant

Huron Green Inc. c/o Linwood Management (the 'Landlord') applied for an order to terminate the tenancy and evict Bernadette Fletcher (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 8, 2026.

The Landlord's Legal Representative, Samantha Lee, the Tenant and the Tenant's Legal Representative, Aron Van de Kleut, 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 am granting conditional relief on the basis that it would not be unfair to do so.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

3. On June 17, 2025, the Landlord gave the Tenant an N8 notice of termination, deemed served on June 22, 2025. The notice of termination alleged that the Tenant paid rent late 12 times between June 2024 and June 2025.
4. The Tenant testified that she is not paying rent late, rather rent is late in the ledger because the Landlord is not cashing the money orders she provides on the first day of the month.

5. The Landlord stated that the Tenant was in arrears prior to June 2024 and as there were ongoing arrears that rent payments were going towards, the Tenant did not pay rent on time subsequently. The Tenant is currently on a payment plan pursuant to section 78 until July 20, 2026. The Landlord did not provide any evidence and could not speak to when the money orders are cashed or provided.
6. The Tenant did not provide evidence that she gave express or implied direction that each money order was to go towards a specific month, and no copies of the money orders were submitted as evidence.
7. While the Landlord may have been the cause of late payments if the payments made were directed towards specific months, as there was no evidence provided to support this position, I am satisfied that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times between June 2024 and June 2025.

Section 83 Considerations:

8. Since the N8 notice was served on the Tenant, she testified that she has been paying on time, and if there is a delay in the ledger, it is because the Landlord continues to cash the money order later than the first day of the month.
9. The updated ledger submitted by the Landlord shows the Tenant paid rent on the following days: July 2, 2025, August 1, 2025, September 5, 2025, October 1, 2025, November 3, 2025, and November 28, 2025 for December rent. The Tenant also is paying her ongoing arrears in accordance with the August 29, 2025 order. The Tenant testified that the days the rent is not shown as being paid on the first of the month, the first day fell on the weekend or on a holiday and the Landlord is solely responsible for the rent not being cashed on the first day.
10. The Tenant testified she has lived in the rental unit for 15 years. She lives with a roommate and her 24-year-old daughter who has a heart condition. The Tenant's source of income is Old Age Security and the Canadian Pension Plan. She was a nurse prior to turning 65-years old and she was previously on disability for 4 years. The Tenant testified she has health issues and limited income, both would make moving extremely difficult.
11. The Tenant testified that if she is evicted both her and her daughter will become unhoused as she cannot afford market rent in her area. The Tenant sought for a pay on time order that extends for 6 months past her current order for arrears.
12. The Landlord sought a standard 11-day eviction order. The Landlord testified that the Tenant cannot prove that she provided the money orders on the first day of the month, and after receiving the N8 notice the Tenant continued to pay rent late.
13. 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.

14. I accept the Tenant's evidence about her income and the impact an eviction would have on her and her daughter. I also accept the Tenant's evidence that the Landlord has contributed to the rent being late since July 2025 due to money orders not being submitted due to holidays and weekends. Since July 2025, the Tenant has substantially complied with rent being paid on the first of the month, and she has complied with the order for the payment of the arrears. I am satisfied that the Tenant will abide by a pay on time order. In my view, it would not be unfair to impose a 12 month pay on time order. If the Tenant does not abide by the order, the Landlord can seek relief pursuant to section 78.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Commencing February 1, 2026 and continuing until January 1, 2027, the Tenants shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
3. If the Tenant fails to comply with the condition set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before February 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.

February 5, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.