



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095712-25

In the matter of: 03, 1455 BRISTOL RD W
MISSISSAUGA ON L5V1W5

Between: Bristol Road Labourers' Local 183 Non-Profit
Homes Inc. Landlord

And

Simar Panesar Tenant

Bristol Road Labourers' Local 183 Non-Profit Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Simar Panesar (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 7, 2026.

The Landlord's representative, Nicole Ruby, 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 and the claim for compensation in the application. Given the circumstances, I find an order requiring prompt payment to be appropriate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 7, 2025, the Landlord gave the Tenant an N8 notice of termination. 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 rent has been paid late 11 times in the past 11 months.
4. Since the N8 was served, the Tenant has not paid their rent for the months of December 2025 and January 2026.

5. The Tenant does not dispute the allegation that the rent has been persistently late. It was the evidence of the Tenant that they had issues paying the rent on time each month because their mother passed away and it was hard to keep with expenses and the rent.
6. Based on the evidence before the Board, I am satisfied that the Tenant has been persistently late in paying their rent.
7. Based on the monthly rent, the daily compensation is \$51.81. This amount is calculated as follows: $\$1,576.00 \times 12$, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$214.24 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$2.35 is owing to the Tenant for the period from July 1, 2025 to January 7, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
11. The Tenant requested that I exercise my discretion in this case by granting them relief from eviction by way of a conditional order.
12. The Tenant explained that they began experiencing difficulties paying the rent when her mother passed away and they no longer qualified for rent geared to income. She testified that she has applied to housing stability fund agency to assist her with paying the arrears. She provides her monthly household income is \$2,442.00. She provides that her monthly expenses amount to \$2,496.00 including rent.
13. The Tenant contends that they are now in a position to pay the ongoing rent on time, and they proposed that they will cut down on their expenses.
14. The Landlord objected to the Tenant's proposal of conditional plan. The Landlord indicated that the Tenant's failure to pay the rent has been a financial strain on the Landlord and there is large waiting list.
15. The Tenant's circumstances have not substantially changed since she stopped paying her rent in December 2025 and the Tenant did not present any concrete evidence to satisfy me that things will be different going forward. With her current income, she cannot afford the monthly rent and her arrears payments. Although, the Tenant provided they will cut down on their expenses, the Tenant did not provide a plan that is sustainable. Based on the evidence before me, I am not convinced the Tenant is able to comply with the terms of a conditional order given her evidence about her financial circumstances.
16. Considering the Tenant does have children in the rental unit and the Landlord has a last month's rent deposit, I find that it would not be unfair to grant a short delay of termination to March 31, 2026, and that this delay will not unduly prejudice the Landlord. The Tenant is provided some time to secure alternative housing.

17. 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 postpone the eviction until March 31, 2026 pursuant to subsection 83(1)(b) of the Act.

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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$51.81 per day for the use of the unit starting February 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. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

February 9, 2026
Date Issued

Vinuri Sivalingam
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 October 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.