



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094690-25

In the matter of: 217, 122 COLBORNE ST E
OSHAWA ON L1G7B3

Between: Carriage Hill Corporation c/o Realstar Corp. Landlord

And

Adam Macfarlane Tenant
Amber Thompson

Carriage Hill Corporation c/o Realstar Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Macfarlane and Amber Thompson (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 Agent, Dennis Arsenault, the Landlord's Legal Representatives, Martin Zarnett and Faith McGregor, and the Tenant, Amber Thompson, 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 October 30, 2025 the Landlord gave the Tenant an N8 notice of termination, deemed served on November 4, 2025. The notice of termination alleges that the Tenant has paid rent late 12 times between November 2024 and October 2025.
4. The Tenant testified that she had not been paying rent late. The rent had increased due to several Above Guideline Rent Increase (AGI) orders, and that she was not sure what her

rent was on an ongoing basis. The Tenant also testified that she had only ever paid her rent by debit, and the only times she has been late is when the debit machine is not working, or when the Landlord's Agent was not in the office to let her pay the rent. The Tenant submitted debit receipts to show that the date she paid was not the same date that the payment was logged in the rent ledger.

5. The Landlord disputed the Tenant's characterization of why the rent payments were late. The Landlord stated that they had clarified the lawful monthly rent with the Tenant multiple times, and her failure to pay the full rent equates to a late payment.
6. The Landlord's Agent, Dennis Arsenault, testified that he manually enters debit payments into the rent ledgers. He also testified that he sometimes waits until there have been a couple of debit payments by tenants before he manually enters the payments into the system.
7. I accept the Tenant's evidence that since approximately May 2025, that it appears that there are discrepancies between when she paid the rent via debit and when it was entered into the rent ledger. However, as the Tenant was still in arrears until November 2025, and there was no direction from the Tenant that each payment was meant for a specific month, the Landlord was entitled to use the payments towards the accumulated arrears. I am not satisfied that the superintendent entering dates into the rent ledger a couple of days late from May 2025 to October 2025 can account for all of the times the Tenant paid the rent late.
8. I am satisfied that the Landlord has established on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. The is due on the first day of each month. The rent has been paid late 12 times between November 2024 and October 2025.

Section 83 Considerations:

9. There was a hearing in October 2025 where the Tenant was ordered to pay all arrears by November 24, 2025. The Tenant has complied with that order.
10. The parties agreed that the Tenant has paid rent in full and on time since November 24, 2025.
11. The Tenant testified that she has 4 children, ages 18, 5, 3 and 2. The Tenant testified that both her and her 18-year-old have a disability. Her two children are school aged and have Individualized Education Plans. The Tenant testified that her disability affects her mobility.
12. The Tenant testified she did not wilfully under pay her rent and thought she was paying the correct amount. When she received an order that outlined the lawful monthly rent, she paid it according to the order. The Tenant also testified there were times that paying the rent on time was out of control.
13. The Tenant's Witness, Kayla Guy, testified that there have been multiple times where the debit machine is not working to be able to pay rent or that the Landlord's Agent is not in the office to allow the rent to be paid by debit.

14. The Landlord is seeking an eviction date of February 2, 2026, or not later than 60 days from the date of the order. The Landlord stated the Tenant willfully disregarded the lawful rent and has only been complying since November 24, 2025. The Landlord also stated that due to the ongoing negative relationship between the Tenant and the Landlord, that the tenancy is not viable. In the alternative, the Landlord is seeking an 18 month pay on time order.
15. 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.
16. I accept the Landlord's evidence that the Tenant did not make a clear direction regarding how the payment was to be applied, and that because they were in arrears, the Landlord was entitled to apply the payment to the arrears. I am not satisfied that the fact that it was paid on the 1st of the month gives rise to an implied direction that the payment be applied to pay the monthly rent that had just come due. However, I also accept the Tenant's evidence that the arrears and persistent lateness related to confusion around the lawful monthly rent after several AGI orders. I further accept the Tenant's evidence that her and her 4 children will be significantly impacted by an eviction, and both parties agreed that since November 24, 2025 the Tenant has paid rent on time. I am satisfied that it would not be unfair to impose an 18-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 March 1, 2026 and continuing until August 1, 2027, the Tenant 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 conditions 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 13, 2026
Date Issued

Allana McComb
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.