



AMENDED ORDER
Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-060243-25-AM

In the matter of: 1009, 1202 YORK MILLS RD
DON MILLS ON M3A1Y1

Between: Sterling Silver Development Corporation Landlord

And

Steven Mckinnon Tenant
Leonard Lampkin

This amended order is issued to correct a clerical error in the original order. The correction has been bolded and underlined for ease of reference.

Sterling Silver Development Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Mckinnon and Leonard Lampkin (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 agent Lalitha D'souza, Landlord's representative, Kevin Kok and the Tenant Steven Mckinnon, and the Tenant's representative, Stephanie Anderson, 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. Therefore, I find that it would not be unfair to grant relief from eviction subject to the conditions in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 16, 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 7 times in the past 8 months.

4. The Landlord submitted that after they served the N8 notice of termination, the Tenant continued to pay their rent late for the months of August 2025, September 2025, October 2025, November 2025, December 2025 and January 2026.
5. The Tenant did not dispute the late payments included in the Landlord's notice except for July 2025's rent. The Tenant testified rent in July 2025 was paid on July 14, 2025. There is no dispute that rent is due on the first of the month. When the Tenant did make payments, they were not on the first of the month, when the monthly rent is due and payable. Therefore, I find that the Tenant has persistently paid their rent late.
6. The Landlord is seeking termination of the tenancy. The Landlord's Legal Representative submitted that the Landlord has filed numerous L1 Application for rent arrears because of the Tenant did not pay rent on time. The Landlord submitted that the Tenant has admitted to not paying the rent and that the tenancy is no longer viable as the Tenant relies on outside sources to pay the arrears.
7. The Tenant is seeking to preserve the tenancy. The Tenant submitted that he is willing to ensure his rent is paid on time that he would be able to comply with a conditional order to pay future rent on time. He testified that he is on a fixed income from ODSP, and his roommate is employed by Uber Eats and has unreliable pay cycles. He provides his monthly household income is \$2,653.81 and their expenses amount to \$ 960.00. He testified that his roommate provides him **\$1,067.17** per month towards the monthly rent. The tenant submits that the roommate will start to pay ahead to ensure the rent is paid on time. In addition, his roommate will be starting work with Toronto Transit Commission will then have more reliable income to start to pay rent on time.
8. The Act is remedial legislation and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated, "to put somebody out of their home must, in my view, call for clear and compelling circumstances that it's no longer possible for the arrangement to continue."
9. Given the evidence supports finding the Tenants can afford the rent, they would have difficulty immediately finding other accommodation and the Landlords will be able to bring an *ex parte* application for eviction if the Tenants do not pay rent on time, I find 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.
10. Accordingly, 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.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 February's rent on or before February 10, 2026.
3. The Tenant shall pay to the Landlord the lawful rent in full and on time for each consecutive month it comes due commencing on March 1, 2026, and continuing through to February 1, 2027.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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.
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 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2025

Date Issued

February 10, 2026

Date Amended

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.