



Order under Section 69 Residential Tenancies Act, 2006

Citation: Blauson Assets Management v Lewin, 2026 ONLTB 14456

Date: 2026-02-18

File Number: LTB-L-085716-25

In the matter of: 909, 320 McCowan Rd
Scarborough ON M1J3N2

Between: Blauson Assets Management Landlord

And

Nadine Lewin Tenant

Blauson Assets Management (the 'Landlord') applied for an order to terminate the tenancy and evict Nadine Lewin (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 December 3, 2025.

The Landlord's representative Marie Galevski, Landlord's agent Ana Melo, 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. However, the tenancy shall continue subject to terms and conditions set out below.
2. The Landlord served a notice of termination under section 58(1). This section sets out the following

58(1) A landlord may give a tenant a notice of termination of their tenancy of any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The rent is due on the first of each month and this is a month-to-month tenancy.
5. On October 3, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of December 31, 2025.
6. The notice of termination contains that for the period from January 1, 2025, to October 1, 2025, the Tenant paid the rent late 10 out of 10 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
7. The Tenant did not contest the contents of the N8 notice of termination and agreed that the rent had been paid late during this time.
8. I find that the Tenant has persistently failed to pay their rent on the date that it is due.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

10. 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 is seeking termination of the tenancy and submits that despite service of the N8 notice of termination. The Tenant has continued to not pay rent on the date it is due. Since the notice of termination was given the Tenant has made the following payments with respect to their monthly rent.
 - November 1, 2025, rent paid on November 1, 2025;
 - December 1, 2025, rent paid on December 1, 2025.
12. The Landlord submits that they require the prompt payment of rent to cover the expenses of the rental unit.
13. The Tenant explained why the rent payments have been late. The Tenant submits that they have employment but there is a delay in getting the payments from the employer. The Tenant submits to working and able to afford the rental unit. The Tenant submits that they are aware of their obligations and responsibilities as it relates to the rental unit and prompt rental payments.
14. The Tenant submits a change in circumstance, which now allows that to make rent payments in full and on time. Overall, I find that there has been a change in the Tenant's financial circumstances, which is supported by their submissions that rent has been paid in full and on time since being served the N8 notice of termination. I am satisfied a conditional order to pay on time is appropriate in these circumstances.

15. I find that the Tenant should be given an opportunity to preserve their tenancy with a pay on time order. I say this because although the Tenant has paid their rent late in some months before the notice, more recently they have shown a good faith effort to pay rent in or before the first of the month. I note that this tenancy began on October 1, 2019. Therefore, there is some utility to a pay on time order and I am satisfied that it is likely a pay on time order will correct the payment history of the Tenant.
16. Eviction is a remedy of last resort. The prejudice to the Landlord is minimal and concerns raised with respect to continuous late payment can adequately be addressed through a pay-on-time order.
17. Given the date of this order, the Tenant will be permitted to pay the lawful monthly rent for January 2026, and February 2026 in full on or before March 1, 2026. This will allow the Tenant time to sort out their finances.
18. This order contains all of the reasons within it and no further reasons shall be issued

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. If the Tenant's have not done so already, the Tenant shall pay their lawful monthly rent for January 2026, and February 2026, in full on or before March 1, 2026.
3. Commencing March 1, 2026, and continuing up to and including February 1, 2027, the Tenant shall pay their lawful monthly rent a period of 12 months, in full and on time on or before the tenth day of each month.
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. If the Tenant does not pay the Landlord the full amount owing on or before March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026, at 4.00% annually on the balance outstanding.

February 18, 2026
Date Issued

Reshad Nazeer
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234