



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mesiano-Crookston v Moyer, 2026 ONLTB 15254

Date: 2026-02-23

File Number: LTB-L-000051-26

In the matter of: First Floor, 383 LANSDOWNE AVE
TORONTO ON M6H3Y2

Between: Jonathan Mesiano-Crookston Landlords
Stephen Barbier

And

David Moscoe Tenant

Jonathan Mesiano-Crookston and Stephen Barbier (the 'Landlords') applied for an order to terminate the tenancy and evict Ana Moyer, David Moscoe and Andrew Boettger (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on February 9, 2026.

The Landlords and the Tenant, David Moscoe attended the hearing. Further an occupant of the rental unit, Jake Poirier attended the hearing.

Mr. Moscoe explained that he “took over” Ana Moyer’s lease and Andrew Boettger was a guarantor for the lease but not a tenant. Mr. Moscoe also stated that Jake Poirier was a tenant because he made direct rental payments to the Landlord. After a further explanation from the Tenant, I am not satisfied that Jake Poirier is a tenant. Due to these changes, the application has been amended to update the current parties to represent that the Tenant is David Moscoe.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, an order imposing conditions for the next 12 months shall issue allowing the Tenant to preserve their tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed and he commenced his tenancy in 2022. The monthly rent is \$2,794.56.

3. On December 15, 2025, the Landlords gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination alleged that the Tenant persistently paid the rent late 11/12 months in 2024 and 12/12 months in 2025.
4. The Landlords advised me that after the application had been filed with the Board, they received from the Tenant a payment of \$1,863.04 on December 26, 2025 for January's rent. The Landlords further received a payment of \$1,863.04 from the Tenant on February 1, 2026 for February's rent. The Landlords further advised that they received a payment of \$931.52 on January 2, 2026 from the occupant, Jake Poirier and a further \$931.52 on February 1, 2026 from the occupant representing rent for January and February of 2026.
5. The Landlords again confirmed that the total rent of \$2,794.56 is due on the first of each month. They agreed that they received February's rent on time and in full.
6. The Landlords sought a termination order while the Tenant sought a conditional order.

Analysis

7. On the basis of the evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.
8. Eviction should be ordered as a last resort. Based on the above facts, I am choosing to order a conditional order under section 78 of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the "Act") which will ensure that the Landlords receive their rent in full and on time and the Tenant will have an opportunity to preserve their tenancy.
9. The Tenant must realize that he is responsible for the entire rent of \$2,794.56 and if that full amount is not paid by the 1st day of the month to the Landlords, the Tenant will have breached the order.
10. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.

It is ordered that:

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlords the monthly rent of \$ 2,794.56 in full on or before the 1st day of each month commencing March 1, 2026 and continuing thereafter until and including April 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlords may apply under section 78 of the *Act*, for an order terminating the tenancy and

evicting the Tenant. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.

4. The Tenant shall also pay to the Landlords \$186.00 for the cost of filing the application by February 28, 2026.
5. If the Tenant fails to make the payment owing under paragraph 4, and by the date required, the balance owing under paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the *Act*.

February 23, 2026
Date Issued

Carrie Bertrand
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.