



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: DAVIDSON v ROBINSON, 2026 ONLTB 15271

Date: 2026-02-18

File Number: LTB-L-001742-25-RV

In the matter of: 2, 993 MOHAWK RD E
HAMILTON ON L8T2R9

Between: CHAD DAVIDSON Landlord

And

SANDRA ROBINSON Tenant

Review Order

CHAD DAVIDSON (the 'Landlord') applied for an order to terminate the tenancy and evict SANDRA ROBINSON (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 resolved by order LTB-L-001742-25 issued on October 15, 2025.

On October 18, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 24, 2025, interim order LTB-L-001742-25-RV-IN was issued, staying the order issued on October 15, 2025.

This request was heard by videoconference on November 19, 2025.

The Landlord, the Landlord's legal representative, L. Barder, and the Tenant's legal representative, P. Taylor, attended the hearing. The Tenant did not attend the hearing to provide evidence.

Determinations:

Review:

1. The Tenant did not attend the merits hearing held on October 1, 2025. After that hearing, the Member issued an eviction order.
2. The Tenant filed their request for a review alleging that they were not reasonably able to participate in the hearing held on October 1, 2025, and the order also ordered the Tenant to pay a substantial amount of compensation, \$3373.85, when, the Tenant alleges, they did not owe that amount of arrears.
3. At the review hearing, the Landlord consented to the review request because they concede that the Tenant did not owe the amount of compensation ordered to be paid to the Landlord.
4. I proceeded to hear the application *de novo*.

Landlord's Application:

5. The Landlord said that the Tenant has either paid the rent late, or she has failed to pay any rent, a number of times. It was late 13 out of 16 times prior to filing the application in January 2025. He said that there was no payment at all from March 1, 2025, until June 1, 2025. He said that the Tenant paid a day late in September 2025, she made a short payment in October 2025, and the rent was a day late in November 2025.
6. The Landlord said that it has been a "part-time job" collecting the rent from the Tenant. He said that she will frequently pay something the night before a hearing at the Board. He said that the parties have been at the Board many times.
7. The Landlord said, and the ledger supports his testimony, that the Tenant now owes over \$4,300.00 in arrears. He said that he does not believe a payment plan would be successful, because the Tenant is not capable of paying the rent in full and on time.
8. The Landlord said that the residential complex has six units, and he has a substantial mortgage. He said that when the Tenant fails to pay the rent on time or in full it creates a big financial burden for him.
9. The Landlord requests non-remedial termination. The Landlord submits that the Tenant was late paying the rent 13 out of 16 times in the N8 notice, and she has continued to be late paying the rent after the N8 notice was served. The Landlord submits that the relationship between the parties has broken down, and the tenancy is no longer viable.

Reasons and Analysis:

10. Even though the Tenant did not attend the hearing to support her review request, the review was granted, and the application was heard *de novo*.
11. The Landlord's uncontested evidence was that the Tenant has paid the rent late in most months in the last two years. There have been a number of months when she has not paid at all and she now owes over \$4,300.00 to the Landlord in arrears.

12. I did not hear any evidence from the Tenant to explain why she is late, nor did I hear any evidence to support a reason to deny or delay eviction.
13. On the other hand, the Landlord testified that the Tenant's persistent late payment and non-payment has created a substantial financial burden on him, and he said that the relationship between the parties has broken down. He said that it is an onerous burden for him to chase the Tenant for rent every month.
14. I have considered all of the disclosed circumstances above in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act') and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to provide any circumstances to delay eviction, and the Landlord has provided evidence that it is prejudicial for the tenancy to continue.

It is ordered that:

1. The request to review order LTB-L-001742-25 issued on October 15, 2025, is granted.
2. Order LTB-L-001742-25 issued on October 15, 2025, and interim order LTB-L-001742-25-RV-IN issued on October 24, 2025, are both cancelled. They are replaced by the following order.
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 1, 2026.
4. If the unit is not vacated on or before March 1, 2026, then starting March 2, 2026, the Landlord may file this order with the Court Enforcement Officer (Sheriff) so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Officer (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 2, 2026.
6. If the Tenant does not vacate the rental unit on or before March 1, 2026, the Tenant shall pay to the Landlord \$35.78 per day ($\$1,088.55 \times 12/365$ days) for the use of the unit starting March 2, 2026, until the date the Tenant moves out of the unit.
7. The Tenant shall also pay to the Landlord the \$186.00 cost of filing the application.
8. 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

Nancy Morris
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 September 2, 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.