



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-001314-26

In the matter of: 708, 360 TORRANCE ST
BURLINGTON ON L7R2R9

Between: 1319399 Ontario Inc Landlord
c/o GWL Realty Advisors Residential Inc

And

Taylor Campbell Tenants
James McAlister

1319399 Ontario Inc c/o GWL Realty Advisors Residential Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Taylor Campbell and James McAlister (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remain in the unit after the termination date.

This application was heard by videoconference on February 17, 2026.

Only the Landlord's Representative, Martin Zarnett, and the Landlord's Agent, Geoff Gilmore, attended the hearing.

As of 9:21 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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, the tenancy will terminate on March 7, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination – Persistent Late Rent Payments

3. On December 17, 2025, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the following allegations: During the period of January 1, 2025 to December 1, 2025, the Tenants persistently paid rent late each and every month.
4. I find that the N8 notice complies with the Residential Tenancies Act, 2006, it meets the 60-day requirement, and it provides sufficient details as to the reason for the notice.
5. The Landlord's agent testified that the rent is due on the 1st day of each month. The rent has been paid late 12 times in the past 12 months. For each and every month from January 2025 to December 2025, the Tenants have paid rent late for 12 consecutive months.
6. Since the application was filed on January 8, 2026, to the date of the hearing, the Tenants have continued to fail to pay the rent on the date it was due.
7. On the basis of the uncontested evidence before me, I am satisfied on a balance of probabilities that the Tenants have persistently failed to pay the rent on the date it was due.

Compensation and Last Month's Rent Deposit

8. Based on the monthly rent, the daily compensation is \$88.53. This amount is calculated as follows: \$2,692.67 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,692.67 from the Tenants and this deposit is still being held by the Landlord.
11. The amount of the rent deposit and interest owing on the rent deposit is applied to the amount the Tenants are required to pay.
12. The Landlord seeks a standard order terminating the tenancy and evicting the Tenants. Since the application was filed on January 7, 2026, to the date of the hearing, the Tenants have continued to fail to pay the rent on the date it was due. They were unaware of any special circumstances of the Tenants that may cause the eviction to be delayed or denied. The Tenants did not attend the hearing to provide evidence of their circumstances.
13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 7, 2026.

2. If the unit is not vacated on or before March 7, 2026, then starting March 8, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 8, 2026.
4. The Tenants shall pay the Landlord compensation of \$88.53 per day for the use of the unit starting March 1, 2026, until the date the Tenants move out of the unit.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$2,692.67 which is the amount of the rent deposit plus any interest owing on the rent deposit. The amount of the rent deposit and interest on the rent deposit shall be applied to any amount the Tenants are required to pay.
7. If either party does not pay the other party any amount owing to that party on or before March 7, 2026, that party will start to owe interest. This will be simple interest calculated from March 8, 2026 at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Colette Myers
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 8, 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.

