



Order under Section 69 Residential Tenancies Act, 2006

Citation: Blanaru v Booth, 2026 ONLTB 16013

Date: 2026-02-19

File Number: LTB-L-001797-26

In the matter of: 1718, 25 THE ESPLANADE
TORONTO ON M5E1W5

Between: Eleni (Helen) Blanaru
Maria Blanaru

Landlords

And

Warren Booth

Tenant

Eleni (Helen) Blanaru and Maria Blanaru (the 'Landlords') applied for an order to terminate the tenancy and evict Warren Booth (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

The Landlords' Representative, Julia MacDonald, the Tenant's Representative, Alena Vidyadhar, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. However, in the circumstances I find it appropriate to order conditional relief from eviction. The tenancy will continue provided the Tenant complies with certain terms.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination – Persistent Late Rent Payments

3. On December 24, 2025, the Landlords gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: During the period of January 1,

2024 to December 1, 2025, the Tenant persistently paid rent late each 16 out of 24 months.

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 Landlords' representative testified that the rent is due on the 1st day of each month. The rent has been paid late 16 times in the past 24 months from the rental period January 1, 2024 to December 1, 2025.
6. The Tenant did not dispute that the rent was paid late.
7. On the basis of the uncontested evidence before me, and on the Tenant's own testimony, I am satisfied on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due.
8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

9. 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.
10. The Tenant is seeking to preserve the tenancy and requested a pay on time order for the next 12 months. The Tenant testified that that he had experienced financial hardship in the past year, but believes the issues will be resolved after March 15, 2026, and will be able to make the rent payments in full and on time. He requested a short extension to pay his March rent on the 15th of March, and a 12 month pay on time order beginning April 1, 2026. He said he doesn't want to lose his home where he has lived for the past 7 years.
11. The Landlords' representative opposed the request due to the Tenant's history of paying the rent late over the past 2 years. The Landlords are seeking a standard termination order due to the Landlords experiencing financial hardship.
12. Having considered the evidence of the parties, I was satisfied the Tenant's proposal was reasonable given their evidence on their finances. Given the remedial purpose of the Act, I find it appropriate to grant the Tenant's relief in all the circumstances.
13. While the Landlords may have experienced some financial hardship, the prejudice to the Landlords is lessen because if there is any breach to the terms, the Landlords are protected by filing their application within 30 days for an eviction order, without prior notice to the Tenant. The tenancy is considered a long-term tenancy, and the Tenant should be given the opportunity to both preserve their housing.

It is ordered that:

1. The tenancy between the Landlords and the Tenant continues if the Tenant meets the conditions set out below:
 - a) On or before March 15, 2026, the Tenant shall pay the lawful March rent; and
 - b) Commencing April 1, 2026, and continuing until March 1, 2027, the Tenant shall pay their lawful monthly rent in full, on or before the 1st day of the month.
2. On or before March 15, 2026, the Tenant shall also pay the Landlord \$186.00, for the cost of the filing fee.
3. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (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 LTB without notice to the Tenant.
4. If the Tenant does not pay the Landlords the full amount owing in paragraph 2 on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding

February 19, 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.