



Order under Section 69 / 88.2 Residential Tenancies Act, 2006

Citation: Laylor v Goffe-Thompson, 2026 ONLTB 9529

Date: 2026-01-30

File Number: LTB-L-073210-25

In the matter of: Basement, 7502 Rockhill Road
Mississauga ON L4T2Z7

Between: Marsha Laylor Landlord

And

Patricia Goffe-Thompson Tenant

Marsha Laylor (the 'Landlord') applied for an order to terminate the tenancy and evict Patricia Goffe-Thompson (the 'Tenant') because:

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

Marsha Laylor (the 'Landlord') also applied for an order requiring Patricia Goffe-Thompson (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

The Landlord 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 on 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 June 22, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of August 31, 2025. The notice of termination contains that for the period from March 1, 2024, to June 1, 2025, the Tenant paid the rent late 16 times out of 16 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period. The Tenant did not contest that they paid rent late during this period.
 6. I find that the Tenant has persistently failed to pay their rent on the date that it is due.

Utility: S 88.2:

7. The Tenant failed to pay utility costs that they were required to pay under the terms of the tenancy agreement. The Landlord has incurred reasonable out-of-pocket expenses of \$2,414.55 as a result of the Tenant's failure to pay gas, electricity and waste water sewerage costs.
8. The Tenant submits that there are other people living in the rental unit upstairs who contribute to the usage of the utilities of the rental unit and as a result doesn't not believe that they should be paying the utilities in a 50-50 split because there are more people living upstairs compared to the Tenant's rental unit.
9. The Landlord provided a tenancy agreement which demonstrated that the Tenant is responsible for the utilities they are claiming in the application. I prefer the written lease to the Tenant's testimony.
10. I am satisfied on a balance of probabilities that the Landlord has incurred reasonable out-of-pocket expenses as a result of the Tenant's failure to pay. Given the issuance date of this order, payment is required by March 3, 2026, before interest starts to accrue.
11. The Tenant shall pay to the Landlord \$2,414.55, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

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 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.

14. 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 with their monthly rent.
- July 1, 2025, rent paid on July 7, 2025;
 - August 1, 2025, rent paid on August 6, 2025;
 - September 1, 2025, rent paid on September 9, 2025;
 - October 1, 2025, rent paid on October 11, 2025;
 - November 1, 2025, rent paid on November 13, 2025.
15. The Landlord submitted that they have attempted to negotiate with the Tenant but have been unsuccessful. It is the Landlord's position that the tenancy is not viable because the Tenant is unable to make the rent and utility payments in full and on time.
16. The Tenant submitted that their former roommate moved out and they are now responsible for the full monthly rent. The Tenant informed the Landlord that the former Tenant vacated the rental unit and that the late lawful monthly rent payments are in respect to an increase in the monthly rent and having to cover the entire monthly rent. The Tenant submitted that they have been late in making their rental payment due to an increase in rent which occurred after the former Tenant vacated.
17. 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 on or around the first of the month. I note that the Tenant lives in the rental unit with their children. I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenant.
18. The Tenant submitted that they are currently working, which allows them to make rent payments in full and on time. Overall, I find that there has been a change in the Tenant's financial circumstance, which is supported by their submissions that they are able to start making the lawful monthly rent payments on December 1, 2025. I am satisfied a conditional order to pay on time is appropriate in these circumstances.
19. Having considered the positions of both parties, I find that a pay on time order commencing March 1, 2026, would be appropriate. It addresses the Landlord's concerns regarding delayed rent payments while giving the Tenant a reasonable opportunity to align their obligations with respect to rent. The delay is not so extensive that it would severely prejudice the Landlord.
20. Eviction is a remedy of last resort. The prejudice to the Landlord is minimal and the concerns raised with respect to continuous late payment of rent can adequately be addressed through a pay on time order.

21. Given the date of this order, the Tenant will be permitted to pay the lawful monthly rent for December 2025, January 2026, and February 2026 in full on or before February 28, 2026. This will allow the Tenant time to sort out their finances.
22. This order contains all 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 December 2025, January 2026, and February 2026, in full on or before February 28, 2026.
3. Commencing March 1, 2026, and continuing up to and including February 1, 2027, the Tenant shall pay their lawful monthly rent, in full and on time on or before the first 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 pay to the Landlord \$2,414.55, which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs on or before March 3, 2026.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026, at 4.00% annually on the balance outstanding.

February 20, 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.