



Order under Section 69 Residential Tenancies Act, 2006

Citation: Pam Gardens Non Profit Housing Inc. v Haselbah, 2026 ONLTB 16846

Date: 2026-02-23

File Number: LTB-L-003511-26

In the matter of: 27, 685 DEVERON CRES
LONDON ON N5Z4S1

Between: Pam Gardens Non Profit Housing Inc. Landlord

And

Mary Haselbah Tenant

Pam Gardens Non Profit Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mary Haselbah (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 heard by videoconference on February 19, 2026. Only the Landlord's legal representative Thomas Schoenleber attended the hearing. As of 10:04am, the Tenant was not present or represented at the hearing.

Determinations:

1. The Landlord's L2 application was filed on January 13, 2026 and is based on a N8 notice of termination served to the Tenant on January 8, 2026 with a termination date of March 31, 2026. The notice was served because the Tenant has been persistently late in paying their rent.
2. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession as of the hearing date.
3. As per the N8 notice, the lawful rent is due on the 1st day of each month. The Tenant has failed to pay the lawful rent in full and on time for 11 out of 13 months for the period of January 2025 to January 2026.
4. Since the N8 notice was served, the Tenant also failed to pay the lawful rent for February 2026 in full and on time.

5. Based on the uncontested evidence and submissions before the Board, I am satisfied that the Tenant has been persistently late in paying the rent pursuant to section 58(1) 1. of the *Residential Tenancies Act, 2006* (the Act).
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. 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.
8. At the hearing the Landlord's representative advised that the Landlord is not seeking termination of tenancy, but rather a conditional order requiring the Tenant to pay their rent in full and on time. In the absence of evidence and/or submissions from the Tenant, I find this request to be fair and reasonable.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord the lawful monthly rent as it comes due in full and no later than the first day of each month commencing March 2026 through to February 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 23, 2026

Date Issued

Fabio Quattrociochi

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.