



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rosa v Robertson, 2026 ONLTB 16821

Date: 2026-02-25

File Number: LTB-L-095265-25

In the matter of: A, 58 FIFTH AVE
KITCHENER ON N2C1P4

Between: Eric Rosa Landlord

And

Bruce Robertson Tenant

Eric Rose (the 'Landlord') applied for an order to terminate the tenancy and evict Bruce Robertson (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant (*N5 Application*);
- the Tenant has been persistently late in paying the Tenant's rent (*N8 Application*).

This application was heard by videoconference on February 19, 2026. The Landlord, Represented by Elizabeth Anani, and the Tenant attended the hearing.

Determinations:

Preliminary Issues:

Reasonable Apprehension of Bias

1. The Landlord raised the possibility of a reasonable apprehension of bias.
2. The Landlord Representative and I had a prior working relationship. However, I estimated it had been at least three or four years since the Landlord's Representative and I have had any communication.
3. Neither party argued that there was a reasonable apprehension of bias, and I am satisfied that there is not.

Amendment Request

4. The parties agreed that the Landlord's name ought to be revised to "Rosa" in the application.
5. The application has been amended to reflect the Landlord's correct surname.

Landlord's L2 Application (N8 Notice of Termination)

6. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate effective March 31, 2026.

N8 Notice of Termination

7. On October 30, 2025, the Landlord gave the Tenant an N8 notice of termination alleging that the Tenant has persistently paid the rent on the date it was due.
8. The notice states that the Tenant paid the rent late two times in 2023, five times in 2024, and six times in 2025. Since the Landlord filed the L2 application, the rent was paid late three out of the four months.
9. The Tenant wishes to preserve his tenancy. He lives alone in the rental unit and has been a Tenant for almost six years. He explains he lost his job in December 2025. However, he has future job prospects which he feels confident will allow him to continue to pay the rent on time going forward. The Tenant is currently collecting EI. It was due to this delay, in-part, that the Tenant was unable to pay the rent on time after the application was filed with the LTB.
10. Although the Tenant felt strongly that he could pay the rent due March 1, 2026, in full and on time, and going forward, I am not persuaded this is borne out by the facts. The Tenant currently does not have enough money to cover his March rent payment, and he could not confidently advise me when he would be expecting his next EI installment. It was put to him in cross-examination that the next payment would be on March 2, 2026, not March 1, 2026, in time for him to make March's rent payment. The Tenant was unable to dispute this.
11. Additionally, I considered the Tenant's income and expenses. Although the Tenant's evidence is that his income is sufficient to cover his expenses, in my view, the Tenant has underestimated some of his monthly expenses. For example, the Tenant stated he has only used \$20.00 for gas for the past two months and \$300.00 in groceries each month. Neither of these statements, in my view, seem realistic.
12. Further, the Tenant's history of late payments precedes the loss of his job. This suggests to me that the Tenant was unable to ensure rent was paid on time without the additional burden of having lost his job.
13. The Landlord's evidence is that they are retired and own only one rental property which has two rental units within it. Although they no longer have a mortgage, they rely on the rental income to support them in their retirement.

14. Given all of the above, I am of the view the tenancy is not tenable. I am not persuaded that a conditional order is appropriate. The Tenant failed to pay the rent on time three of four months after the application was filed. He does not have a new job which may have given the Board some assurance he would be able to abide by a conditional order. I find that allowing the tenancy to continue is prejudicial to the Landlord.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$1,195.00 from the Tenant, and this deposit shall be applied to the last month of the tenancy.
17. Given my findings regarding the N8 Notice of Termination, there is no need to make findings pursuant to the Landlords' N5 Notice of Termination.
18. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on March 31, 2026. The Tenant must move out of the rental unit on or before March 31, 2026.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord shall apply the last months' rent to the last month of the tenancy.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2026 at 4.00% annually on the balance outstanding.

February 25, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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 9, 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.