



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099828-25

In the matter of: 24B SONNET CRES
NEPEAN ON K2H 8W7

Between: Andrew Burns Landlord

and

Shelby Brown Tenant

Andrew Burns (the 'Landlord') applied for an order to terminate the tenancy and evict Shelby Brown (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 15, 2026.

Only the Landlord attended the hearing.

As of 10:03 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. Therefore, the application is granted.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 23, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of January 31, 2026. The Landlord's representative referred to the Schedule "A" attached to the N8 notice which provides a detailed breakdown of the payments made by the Tenant. The schedule establishes that the Tenant has paid rent late 12 times from December 2024 to November 2025.
4. I accept the uncontested evidence of the Landlord and I find on a balance of probabilities, that the Tenant has persistently failed to pay rent on the date it was due.
5. The Landlord indicated that since service of the N8 notice, the Tenant has not paid the rent the Tenant was required to pay. He requested an order to terminate the tenancy, and he was not aware of any reason to delay or deny eviction.

6. As the Tenant did not attend, no other circumstances were presented to me.
7. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord indicated that he has a separate L1 application, LTB-087506-25. If the Landlord is still in possession of the Tenant's rent deposit of \$1,930.00, this must be applied to any amount owing by the Tenant under order LTB-087506-25.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 9, 2026.
2. If the unit is not vacated on or before March 9, 2026, then starting March 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 9, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Adeela Alvez
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 August 17, 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.