



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-108678-25

In the matter of: 28 EDGAR DR
LONDON ON N6G 1K1

Between: Beth Fisher Landlord

and

Jeffrey Cabana
Christine Cabana Tenants

Beth Fisher (the 'Landlord') applied for an order to terminate the tenancy and evict Jeffrey Cabana and Christine Cabana (the 'Tenants') because the Tenants has been persistently late in paying the Tenants' rent. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 5, 2026. The Landlord's representative, Siobhan Rocks, and the Tenants attended the hearing.

Determinations:

1. The Landlord's representative requested to withdraw the claim for daily compensation in the application, I consented to the request.

N8 Notice of Termination

2. The Tenants were in possession of the rental unit on the date the application was filed. The parties have month-to-month tenancy, and the rent is due on the first day of each month. There is no last month's rent deposit.
3. On December 3, 2025, the Landlord gave the Tenants an N8 notice with a termination date of February 28, 2026. The Landlord's representative referred me to the Schedule "A" attached to the N8 notice which provides a detailed breakdown of the payments made by the Tenants. The schedule establishes that the Tenants have paid rent late every month from January 2025 to November 2025, and December 2025 remained outstanding.
4. The Landlord's representative also referred me to a rent ledger which provides an overview of the payments made by the Tenants. Since the application was filed, the Tenants continued to deliver payments late; however, there were no outstanding arrears.
5. Based on the evidence before me, I find on a balance of probabilities, that the Tenants have paid the rent persistently late 13 times from January 2025 to January 2026.

Relief from eviction

6. 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. While the evidence established that the Tenant paid rent persistently late, I find that a conditional order is appropriate in this circumstance.
7. The Landlord's representative requested to terminate the tenancy.
8. The Tenants sought to preserve their tenancy. They testified that they had an oral agreement with the Landlord Jim Fisher regarding payment of rent. They indicated that they were unaware that his spouse Beth Fisher would have a different expectation. The Tenants testified that they are now both working, and if a conditional order is provided that they will comply with the terms.
9. While the Landlord's representative objected to a conditional order, I find that it would not be unfair to grant relief from eviction. Although the Tenants did not file any documentary evidence, I found their testimony to be credible. A conditional order also provides the Landlord with a clear schedule for payments and an enforcement order in the event of a default. Having considered all the circumstances, I find that relief from eviction is appropriate in the circumstance.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant pays to the Landlord the full lawful rent owing on or before the first day of each month, commencing March 1, 2026, and continuing thereafter for twelve months (12), up to and including February 28, 2027.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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 Board without notice to the Tenant.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application. 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 outstanding balance.

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.