



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-105907-25

In the matter of: 1116 EDINBURGH DR
WOODSTOCK ON N4T0M2

Between: Nikola Gaic
Zorka Gaic
Landlords

And

Allan Picco
Tenant

Nikola Gaic and Zorka Gaic (the 'Landlords') applied for an order to terminate the tenancy and evict Allan Picco (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlords 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 Landlords and the Landlords' Legal Representative, B. Beaudoin, attended the hearing.

As of 1:32 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$10,352.20.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$233.71 is owing to the Tenant for the period from June 11, 2021 to February 19, 2026.

L2 Application – Persistent Late Payment of Rent

10. It is undisputed that the lawful rent is due on the 1st day of each month.
11. The evidence before me reveals that the Tenant has paid late since January 2025 every month. Even after the application was filed, the Tenants failed to pay their rent for January and February 2026.
12. There is a difference between paying the rent that is due, but not on the date on which it is due (i.e., late payment of rent) and not paying the rent that due at all (i.e., failure to pay rent). While both constitute breaches of their lease by the tenant, they are conceptually different and may lead to different legal consequences. In *Tataw v. Minto Apartment Limited Partnership*, 2023 ONSC 4238 (Div. Ct.), para 14, Justice Corbett stated:

Persistent late payment of rent, and non-payment of rent, are related but distinct bases for applications before the Board. Landlords are entitled to be paid rent on time, as it falls due. Where an application is brought in respect to current arrears, if the Board finds for the landlord, the usual order is for a voidable order terminating the tenancy: if the tenant pays up the arrears and further rent accruals by a specified date, then the termination order is voided. Where the Board finds persistent late payment of rent, the Board may terminate the tenancy, or it may impose some other order – for example, for timely future payment of rent, failing which the landlord may seek a termination order.

13. It is true that an N8 notice is said to be given on the basis of persistent late payment of rent. However, strictly speaking, the *Residential Tenancies Act, 2006* (the 'Act') does not speak in those terms. Instead, Section 58(1)(1) of the Act permits a landlord to give a notice of termination where "[t]he tenant has persistently failed to pay rent on the date it becomes due and payable."
14. Accordingly, an N8 notice is not concerned with whether the rent is persistently paid late. Rather, an N8 notice is concerned with whether the tenant persistently fails to pay rent on time.

15. I find that the Tenant has persistently failed to pay the rent on the date it became due and payable.

Relief from Eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

17. The Tenant was not present at the hearing to share any evidence with respect to their circumstances. The Tenant has not paid rent since the application was filed and the rent arrears are substantial. There is no reason before me to delay or deny eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 9, 2026.
2. The Tenant shall pay the Landlords any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlords owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlords \$7,066.10. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlords compensation of \$82.19 per day for the use of the unit starting February 20, 2026, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlords the full amount owing on or before March 9, 2026, 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.
6. If the unit is not vacated on or before March 9, 2026, then starting March 10, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after March 10, 2026.

February 26, 2026

Date Issued

Sheena Brar

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 September 10, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To February 19, 2026	\$9,413.81
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,300.00
Less the amount of the interest on the last month's rent deposit	-\$233.71
Total amount owing to the Landlords	\$7,066.10
Plus daily compensation owing for each day of occupation starting February 20, 2026	\$82.19 (per day)