



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000359-26

In the matter of: Basement, 910 Rambleberry Ave
Pickering ON L1V5X8

Between: Sumitraben Patel Landlord

And

Austin Morrison Tenant

Sumitraben Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Austin Morrison (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on February 11, 2026.

Only the Landlord's representative Damian Cordaie, and the Landlord's agent Manan Patel attended the hearing.

As of 11:37am, the Tenant was not present nor 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy shall continue subject to terms and conditions set out below.
2. The Landlord served a Notice of Termination under section 58 (1) of the Residential Tenancies Act, 2006

58 (1) A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The rent is due on the first day of each month and this is a month-to-month tenancy.
5. On January 2, 2026, the Landlord gave the Tenant an N8 notice of termination with a termination date of March 31, 2026.
6. The notice of termination contains that for the period from January 1, 2025, to December 1, 2025, the Tenant paid the rent late 11 times out of 12 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
7. I am satisfied based on a balance of probabilities and based on the uncontested evidence and submissions of the Landlord, that the Tenant has persistently failed to pay rent on the date it was due.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

9. 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.
10. The Landlord seeks termination of the tenancy and submits that despite service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of termination was given the Tenant has made the following payments with respect to their monthly rent.
 - January 1, 2026, rent payment on December 31, 2025;
 - February 1, 2026, no rent paid as of the hearing date.
11. This supports a finding that the Tenant's late rent payment pattern continued after the N8 was issued. The Landlord submits that emails are sent out to the Tenant as a reminder to pay rent and the Tenant has been unresponsive to the communication.
12. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.
13. However, I find that the Tenant should be given an opportunity to preserve their tenancy with a pay on time order. I note that this tenancy started on October 17, 2022. Therefore, there is some utility to pay on time order and I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenant.
14. Eviction is a remedy of last resort. The prejudice to the Landlord is minimal and the concerns raised to the timeliness of rent payments can adequately be addressed through a pay on time order.

15. Given the date of this order, the Tenant will be permitted to pay the lawful monthly rent for March 2026 in full on or before March 10, 2026. This will allow the Tenant time to sort out their finances.
16. This order contains all the reasons within it and no further reasons shall be issued.

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 their lawful monthly rent for March 2026 in full on or before March 10, 2026.
3. Commencing April 1, 2026, and continuing up to and including March 1, 2027, the Tenant shall pay their lawful monthly rent, in full and on time or before the first day of each month.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 and 3 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.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 11, 2026, at 4.00% annually on the balance outstanding.

February 27, 2026
Date Issued

Reshad Nazeer
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.