



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

File Number: LTB-L-108425-25

In the matter of: UPPER, 564 HAMILTON ST
PETERBOROUGH ON K9J 4C1

Between: Andrew Cohen Landlord

and

Justin Atkinson Tenant

Andrew Cohen (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Atkinson (the 'Tenant') because:

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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 5, 2026.

The Landlord's representative, Celine Mallette, and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed. The parties have a month to month tenancy, and the rent is due on the 25th day of each month.
2. On September 4, 2025, the Landlord gave the Tenant an N8 notice with a termination date of November 24, 2025. The Landlord's representative referred to the N8 notice which alleges that the Tenant has paid rent late 5 times from May 25, 2025 to September 2025. She also referred to a rent ledger which provides an overview of the dates the Tenant delivered rent late.
3. The Landlord's representative submitted that after the N8 notice was served and the application was filed the Tenant has continued to pay rent late.
4. The Tenant did not dispute the Landlord's evidence.
5. Based on the evidence, I find on a balance of probabilities that the Tenant has persistently failed to pay the rent late 10 times from May 2025 to February 2026.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Tenant was required to pay the Landlord \$5,166.21 in daily compensation for use and occupation of the rental unit for the period from November 25, 2025 to February 5, 2026.
8. Based on the monthly rent, the daily compensation is \$70.77. This amount is calculated as follows: \$2,152.50 x 12, divided by 365 days.
9. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$136.05 is owing to the Tenant for the period from May 25, 2023 to February 5, 2026.
10. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Landlord sought an eviction order for termination.
13. The Tenant testified regarding his income and expenses. He indicated that he is unemployed during the winter. The Tenant was unable to provide clear evidence as to whether he would be able to comply with a conditional order to pay future rent on time if one was provided. Based on the evidence before me, I find that the Tenant has not corrected the pattern of late payments. Further, it would be unfair to delay eviction.

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 20, 2026.
2. If the unit is not vacated on or before March 20, 2026, then starting March 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 21, 2026.
4. The Tenant shall pay to the Landlord \$5,166.21, which represents compensation for the use of the unit from November 25, 2025 to February 5, 2026.
5. The Tenant shall also pay the Landlord compensation of \$70.77 per day for the use of the unit starting February 6, 2026 until the date the Tenant moves out of the unit.
6. The Landlord owes \$2,236.05 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. The total amount the Tenant must pay the Landlord is \$2,930.16.

8. If the Tenant does not pay the Landlord the full amount owing on or before March 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 21, 2026 at 4.00% annually on the balance outstanding.

March 4, 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 September 21, 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.