



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

File Number: LTB-L-108001-25

In the matter of: 301, 230 OAK ST
TORONTO ON M5A 2E2

Between: Akelius Canada Ltd Landlord

and

Keetha Mercer Tenants
Marshia Maxwell

Akelius Canada Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Keetha Mercer and Marshia Maxwell (the 'Tenants') because the Tenants have 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.

Only the Landlord and their representative, Mark Ciobotaru, attended the hearing.

As of 9:52 a.m., the Tenants were 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. 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 a month to month tenancy, and the rent is due on the 1st day of each month.
3. On November 17, 2025, the Landlord gave the Tenants an N8 notice with a termination date of January 31, 2026. The N8 notice of termination alleges that the Tenants paid rent late each month from February 2025 to April 2025 and paid no rent to the Landlord from May to November 2025.

4. The Landlord's representative referred me to a 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 paid rent late 3 times from January 2024 to April 2025 and the rent remains outstanding May 2025 to November 2025.
5. 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.
6. The Landlord's representative indicated that since service of the N8 notice, the Tenants have not paid the rent that the Tenants are required to pay. He requested an order to terminate the tenancy, and he was not aware of any reason to delay or deny eviction.
7. As the Tenant did not attend, no other circumstances were presented to me.
8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1)(a) of the Act.
9. The Landlord incurred the cost of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 13, 2026.
2. If the unit is not vacated on or before March 13, 2026, then starting March 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced. 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 14, 2026.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord collected a rent deposit of \$979.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$208.62 is owing to the Tenant for the period from September 1, 2013 to February 5, 2026.

March 2, 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 14, 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.