



Order under Section 69 Residential Tenancies Act, 2006

Citation: Unity Village Local 183 v Morgan, 2026 ONLTB 17605

Date: 2026-03-05

File Number: LTB-L-000768-26

In the matter of: 1001, 120 Old Kingston Rd
Ajax ON L1T3Z2

Between: Unity Village Local 183 Landlord

And

Kamila Morgan Tenant

Unity Village Local 183 (the 'Landlord') applied for an order to terminate the tenancy and evict Kamila Morgan (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 11, 2026.

The Landlord's representative Nicole Ruby, Landlord's agents Headley Williams and Kathy Andreopoulos, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. 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). This section sets out the following

58(1) A landlord may give a tenant a notice of termination of their tenancy of 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 of each month and this is a month-to-month tenancy.
5. On December 15, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of February 28, 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 5 out of 12 months. This is supported by the Landlord's accounting ledger providing specific payment information and payment dates over this period.
7. The Tenant did not contest the contents of the N8 notice of termination and agreed that the rent had been paid late during this time.
8. I find that the Tenant has persistently failed to pay their rent on the date that it is due.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief From Eviction

10. 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.
11. The Landlord is seeking 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 paid on December 22, 2025;
 - February 1, 2026, rent paid on February 2, 2026.
12. The Tenant explained why the previous rent payments leading up to the notice were late. The Tenant submits that they were chronically ill and tried to make the payments earlier but were unable to do so. The Tenant submits that they are aware of their obligations and responsibilities as it relates to the rental unit and prompt rental payments.
13. The Tenant submits a change in circumstance, which now allows them to make rent payments in full and on time. Overall, I find that there has been a change in the Tenant's financial circumstances, which is supported by their submissions that rent has been paid in full and on time since being served the N8 notice of termination
14. At the hearing, the Landlord requested a pay on time order. Given the circumstances. I find this request to be quite reasonable and so the Landlord's request is granted. I am satisfied that it is likely a pay on time order will correct the behaviour of the Tenant.

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 16, 2026. This will allow the Tenant time to sort out their finances.
16. This order contains all of 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. If Tenant has not done so already, the Tenant shall pay their lawful monthly rent for March 2026 in full on or before March 16, 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 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 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2026, at 4.00% annually on the balance outstanding.

March 5, 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.