



Order under Section 69 Residential Tenancies Act, 2006

Citation: Justin-Daniel v WILLIAMS, 2026 ONLTB 17599

Date: 2026-03-03

File Number: LTB-L-000593-26

In the matter of: 2332 Howard Ave
Windsor ON N8X3V3

Between: Chinonso Hasid Justin-Daniel Landlord

And

Tyla Williams Tenant

Chinonso Hasid Justin-Daniel (the 'Landlord') applied for an order to terminate the tenancy and evict Tyla Williams (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 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. Therefore, the tenancy is terminated on February 2, 2026.
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 Tenant vacated the rental unit on February 2, 2026.
5. On November 6, 2025, the Landlord gave the Tenant an N8 notice of termination which indicated a termination date of January 31, 2026. The notice of termination contains that the Tenant has been persistently late with paying their rent.
6. The Landlord submits from July 1, 2025, to November 1, 2025, the Tenant paid rent late 5 out of 5 months. 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.
7. I find that the Tenant has persistently failed to pay their rent on the date that it is due.
8. Based on the monthly rent, the daily compensation is \$30.08. This amount is calculated as follows: $\$915.00 \times 12$, divided by 365 days.
9. The Tenant was required to pay the Landlord \$60.16 in daily compensation for use and occupation of the rental unit for the period from February 1, 2026, to February 2, 2026.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. Both parties agreed that the filing fee is to be paid on or before May 29, 2026.
12. There is no last month's rent deposit.
13. 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 is terminated as of February 2, 2026.
2. The Tenant shall pay to the Landlord \$60.16, which represents compensation for the use of the unit from February 1, 2026, to February 2, 2026.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$246.16.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 29, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 30, 2026, at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Reshad Nazeer
Member, Landlord and Tenant Board

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