



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

File Number: LTB-L-107598-25

In the matter of: 303, 642 VAUGHAN RD
YORK ON M6E 2Y3

Between: Astroid Management Limited Landlord

and

Makeda Lewis Tenant

Astroid Management Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Makeda Lewis (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, Jeff Shabes, and the Tenant attended the hearing.

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 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 1st day of each month.
3. On December 12, 2025, the Landlord gave the Tenant an N8 notice with a termination date of February 28, 2026. The N8 notice of termination alleges that the Tenant has paid rent late every month from January 2025 to November 2025.
4. The Landlord's representative referred me to the N8 notice which provides a breakdown of the months the Tenant made the rent late. The notice establishes that the Tenant has paid rent late 11 times from January 2025 to November 2025. He also referred me to a rent ledger which provides an overview of the dates the Tenant delivered rent late.

5. The Landlord submitted that after the N8 notice was served and the application was issued, the Tenant made a partial payment for December 2025, January and February 2026 remains outstanding.
6. The Tenant testified that there were approximately 3 payments for the period of January 2025 through November 2025 which were delivered on time to the Landlord. The Tenant attempted to refer to her documentary evidence. However, the Landlord's representative objected to the Tenant's evidence stating that it was not served 7 days in advance of the hearing and should not be considered. The objection was not raised at the beginning of the hearing but the Landlord's representative submitted that he was not prepared to respond to the evidence. However, even if the Tenant is correct and those 3 payments were made on time, that would not change my analysis as there are 11 other months where the Tenant failed to pay the rent on time.
7. I informed the Tenant that rule 19.1 of the Landlord and Tenant Board Rules of Procedure requires evidence to be served at least 7 days in advance of the hearing and in this case the Tenant did not comply with the disclosure requirement; therefore, I did not accept her evidence.
8. Based on the evidence before me, I find on a balance of probabilities, that the Tenant has persistently failed to pay rent on the date it was due, 14 times from January 2025 to February 2026.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,300.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$129.55 is owing to the Tenant for the period from July 1, 2021 to February 5, 2026.

Relief from eviction

11. The Landlord's representative requested a conditional order for the Tenant to pay rent on time for 12 months and for the filing fee to be paid in four months. He indicated that the Tenant will be receiving assistance from the rent bank. The Landlord's representative submitted that the Board has previously issued conditional order to pay on time and the Tenant complied with the terms.
12. The Tenant testified that in the past when she has made payments to the Landlord on the 1st of the month, the financial institution did not process or post the payment to the Landlord's account until a later date. I indicated to the Tenant that it is her responsibility to ensure payments are cleared on the 1st of the month.
13. The Tenant sought to preserve her tenancy, she testified regarding her employment cheques being delivered on odd dates.
14. 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. While the evidence established that the Tenant

paid rent persistently late, I find that a conditional order is appropriate in these circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant pays to the Landlord the full lawful rent owing on or before the first day of each month, commencing April 1, 2026 and continuing thereafter for twelve months (12), up to and including March 31, 2027.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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 Board without notice to the Tenant.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the outstanding balance.

March 6, 2026
Date Issued

Adeela Alvez
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.