



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005395-26

In the matter of: 3, 275 HAVELOCK ST
TORONTO ON M6H3B8

Between: Frank Povia Landlord

And

Jazzy Kieser Tenant

Frank Povia (the 'Landlord') applied for an order to terminate the tenancy and evict Jazzy Kieser (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on March 2, 2026.

The Landlord, the Landlord's Representative, Howard Levenson, and the Tenant attended the hearing. Christina Povia-Abate also attended the hearing as the Landlord's support.

It is determined that:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy shall continue pursuant to a conditional order that the Tenant shall pay on time for the following 12 months.
2. The Tenant was in possession of the rental unit on the date the application was filed.

L2 Application – Persistent Late Payment of Rent

3. On January 13, 2026, the Landlord gave the Tenants an N8 notice of termination deemed served on the same day. The notice of termination, with attached ledger, contains the following allegations: During the period of January 2025 through January 2026, the Tenant persistently paid rent late 8 out of 13 months.
4. I find that the N8 notice complies with the *Residential Tenancies Act, 2006* ('the Act'), it meets the 60-day requirement, and it provides sufficient details as to the reason for the notice.
5. The Landlord confirmed that the rent is due on the 1st day of each month. He testified that the rent has been paid late 8 out of 13 months from January 1, 2025 to January 1, 2026, with the exception of the months of January, February, March, April, and May 2025.
6. The Landlord testified that since the application was filed on January 20, 2026, to the date of the hearing, the Tenant has continued to pay the late. The Landlord's representative submitted that the rent is up to date with the exception of the current month of March.

7. The Tenant admitted that the rent was paid late on the dates notes above. The Tenant also testified that the rent for March has been paid, and placed in the Landlord's mailbox, as requested by the Landlord.
8. Based on uncontested evidence of the parties, I am satisfied that the Tenant has been persistently paying the rent late and not on the date it is due.

Relief from Eviction

9. 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.
10. The Tenant requested to preserve their tenancy with a conditional order. The Tenant testified that they believe they will be able to pay the rent in full and on time in the future as their financial situation has improved and they also have financial supports from community agencies.
11. The Landlord sought to terminate the tenancy on March 31, 2026, because the Tenant has continued to pay the rent late and does not have faith that the Tenant will pay rent on time after the hearing.
12. Having considered the evidence of the parties, I was satisfied the Tenant circumstances have changed and they are in a better financial situation to pay the rent on time after the hearing. The Tenant has also reached out to community agencies for financial support. I find this demonstrates that the Tenant understands the importance of paying their rent on time. Given the remedial purpose of the Act, I find it appropriate to grant the Tenant's relief in all the circumstances.
13. I find that it would not be unfair to deny the eviction and instead impose a conditional order in the circumstances. I believe a conditional order with terms will limit further prejudice to the Landlord while allowing the Tenant an opportunity to maintain their tenancy. If the Tenant breach any of the conditions below, the Landlord is protected and may apply for eviction within 30 days of the breach. As a result, I am satisfied that a conditional order would not be unfair.
14. The Landlord incurred costs 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 continues if the Tenant meets the conditions set out below.
 - a) Commencing April 1, 2026 until March 1, 2027, the Tenant shall pay their lawful monthly rent in full, on or before the 1st day of the month, for 12 consecutive months.

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 LTB without notice to the Tenant.
3. On or before April 1, 2026, the Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 2, 2026 at 4.00% annually on the balance outstanding.

March 11, 2026
Date Issued

Colette Myers
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.

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