



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lessova v Barnswell, 2026 ONLTB 19773

Date: 2026-03-09

File Number: LTB-L-002882-26

In the matter of: 1305, 10 EVA RD
ETOBICOKE ON M9C0B3

Between: Monika Lessova Landlord

And

Shanique Barnswell Tenants
Kaydian Moreau

Monika Lessova (the 'Landlord') applied for an order to terminate the tenancy and evict Shanique Barnswell and Kaydian Moreau (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remain in the unit after the termination date.

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

The Landlord and the Tenants attended the hearing.

Determinations:

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 Tenants shall pay on time for the following 12 months.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination – Persistent Late Rent Payments

3. On October 22, 2025, the Landlord gave the Tenants an N8 notice of termination deemed served on the same day. The notice of termination contains the following allegations: During the period of October 2024 through October 2025, the Tenants persistently paid rent late 10 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. They testified that the rent has been paid late 10 out of 13 months from October 1, 2024 to October 1, 2025.
6. The Landlord submitted that since the application was filed on January 14, 2026, to the date of the hearing, the Tenants have continued to pay their rent late with the exception of the current month. The Landlord submitted that the Tenants are paid in full to the period ending March 31, 2026.
7. The Tenants admitted that the rent was paid late.
8. Based on uncontested evidence of the parties, I am satisfied that the Tenants have been persistently paying the rent late and not on the date 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 Tenants requested to preserve their tenancy with a conditional order. They stated that since the couple moved from the United Kingdom in 2023, Kaydian Moreau, was on contract, which caused significant financial issues for the family. However, he recently obtained a full-time position and now they believe they will be able to pay the rent in full and on time in the future as their financial situation has improved.
12. The Landlord opposed further relief and requested a standard order to terminate the tenancy due to the Tenants paying the rent late consecutively in the year 2025, which has caused some financial hardship. No documentary evidence was submitted to support the Landlord's testimony.
13. Having considered the evidence of the parties, I was satisfied the Tenants' circumstances have changed and they are in a better financial situation to pay the rent on time after the hearing. Although the Landlord may have experience some financial hardship due to the Tenants' late payments or non-payments in past, the Tenants have paid in full to the date of the hearing which has made the Landlord whole. Given the remedial purpose of the Act, I find it appropriate to grant the Tenants relief in all circumstances.
14. 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 Tenants an opportunity to maintain their tenancy. If the Tenants breach any of the conditions below, the Landlord may apply for eviction. As a result, I am satisfied that a conditional order would not be unfair.

It is ordered that:

1. The Landlord's application for eviction of the Tenants is denied on the condition that:
 - a) Commencing April 1, 2026, until March 1, 2027 inclusive, the Tenants shall pay their lawful monthly rent in full and one time, on or before the first day of the month.
2. If the Tenants fail 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 Tenants. 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 Tenants.
3. On or before April 1, 2026, Tenant shall 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 9, 2026
Date Issued

Colette Myers
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.

