



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

File Number: LTB-L-003139-26

In the matter of: Unit 1, 385 Central Ave
London ON N6B2E3

Between: Susan Greig Landlord

And

Katherine Pierce Tenants
Marie Pierce

Susan Greig (the 'Landlord') applied for an order to terminate the tenancy and evict Katherine Pierce and Marie Pierce (the 'Tenants') because:

- the Tenant has been persistently late in paying the Tenants' rent.

This application was heard by videoconference on February 18, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

3. On January 8, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleged that the Tenants were late paying rent 10 out of 13 months between December 2024 and December 2025.
4. The Tenant Katherine Pierce (KP) testified that she only paid rent late 3 or 4 times during this period. KP testified that the following months had rent deposited late: May 2, 2025 for May rent, August 3 and 27, 2025 for August rent, September 19, 2025 for September rent, and October 3, 2025 for October rent. KP submitted into evidence a copy of her bank statements from Scotiabank showing that all other month's rent was deposited into the Landlord's account on or before the first day of the month.

5. KP testified that her rent was late in August 2025 and September 2025 as her son had unexpectedly passed away, and this caused significant disruptions in her life, including paying the rent on time. KP testified that from November 2025 until February 2026 she has paid her rent early so the Landlord could not say that rent was not reflected in her account on the first day of the month.
6. The Landlord testified that her bank statements show that rent is deposited on the second day of each month. When asked how long it takes direct deposit to be accepted by her bank, the Landlord submitted that it is irrelevant. The Landlord testified that it does not matter what date the Tenants send rent, but rather paying on time is based on the date it shows as deposited in her bank account. The Landlord further testified that the Tenants have told her that they do not care about paying rent on time. The Tenants testified they have never said this.
7. I am not satisfied that the Landlord has proven on a balance of probabilities that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month, and the Tenants have provided documentary evidence to support that they normally deposit rent on or before the first day of the month. The Tenants acknowledged having paid rent late 4 times in 13 months, 2 of those months were due to a sudden family situation. I do not accept the Landlord's evidence that the date rent is deposited is irrelevant, and that lateness should be determined based solely on when her bank accepts the direct deposit. If a tenant provides a cheque to their landlord before it is due, but the landlord's bank requires several days to process the payment such that it is processed after the day rent is due, I do not think it could be said the tenant paid their rent late. In my view, the same reasoning applies where a tenant pays by electronic transfer. In these circumstances, I am not satisfied on a balance of probabilities that the Tenants persistently paid their rent late, and the Landlord's application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 13, 2026
Date Issued

Allana McComb
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.