



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-003183-26

In the matter of: 6777 CHARLIE BROOKS CRT
WINDSOR ON N8T3M3

Between: Riverpark Nonprofit Housing Landlord

And

Tiffane Matthews Tenant

Riverpark Nonprofit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Tiffane Matthews (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 18, 2026.

The Landlord's Legal Representative, Cameron Parrott, 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. However, I am granting conditional relief on the basis that it would not be unfair to do so.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination:

3. On December 19, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleged that the Tenant had paid rent late 8 times between February 2025 and December 2025.
4. The Tenant testified that "Tenant Pay", the Landlord's electronic payment platform, was not working until November 2025, and so she was required to pay her rent in cash, which she could only do that when the office manager was in. The Tenant testified that due to

this the rent would be late. The Tenant said since November her rent has been paid on time as she can do an e-transfer through Tenant Pay.

5. The Landlord's Legal Representative was not aware of what Tenant Pay was, but he testified the Tenant could have paid through direct deposit or e-transfer. He further testified that the Tenant was late in paying rent for November and December 2025. The Tenant did not dispute that there were other methods of payment available besides her preferred Tenant Pay and cash.
6. I am satisfied that the Landlord has established on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. While the Tenant stated that she had to pay cash and that it would depend on when the office manager was available, she did not provide any evidence to support this claim and the Landlord stated there were other methods available. The Tenant also did not provide any documentary evidence to support her claim that she has paid rent on time since November 2025. The rent is due on the first day of each month. The rent has been paid late 8 times between February 2025 and December 2025.

Section 83 Considerations:

7. The Tenant has 2 children, ages 12 and 13, and her 13-year-old child has autism. The Tenant testified she is also currently pregnant and if she is evicted, she would be homeless with her baby and children. The Tenant testified that she cannot afford higher rent if she is evicted and she would risk having her children removed. The Tenant further testified that last year she was pushed out a window and she had to relearn to walk.
8. The Tenant testified that she is on rent-geared-to-income housing as she receives Ontario Works, though she has a pending application with the Ontario Disability Support Program and she is expecting a response by the end of March 2026. The Tenant testified her mother is her support person, however she was recently diagnosed with stage 3 cancer, and she cannot assist the Tenant.
9. The Tenant testified that as Tenant Pay is working again, she can ensure that rent is paid on time going forward. In the alternative, the Tenant could provide a certified cheque.
10. The Landlord is seeking eviction. At the commencement of the tenancy it was made clear that the rent is due on the first day of the month and the Landlord testified other notices have been provided to the Tenant, though specific information about the types of notices and when they were provided was not given. The Landlord stated that there is no formal documentation that the Tenant paying rent late was not acceptable as all discussions were verbal. The Landlord stated that a pay on time order would not be viable as the Tenant would not comply.
11. 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. I accept the Tenant's evidence that she would be significantly impacted by an eviction, and that with Tenant Pay she is able to ensure rent is paid on the first of the month. In my view, it would not be unfair to impose a 12-

month pay on time order. If the Tenant does not abide by the order, the Landlord can seek relief pursuant to section 78.

12. 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.
2. Commencing April 1, 2026 and continuing until March 1, 2027, the Tenants shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
3. If the Tenant fails to comply with the condition set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord is \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 21, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 22, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Allana McComb
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.