



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005013-26

In the matter of: 603, 7820 MCLAUGHLIN RD
BRAMPTON ON L6Y4W3

Between: United Achievers Nonprofit Housing Corp c/o Landlord
DMS Property Management Ltd.

And

Michelle Kelly Tenant

United Achievers Nonprofit Housing Corp c/o DMS Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Kelly (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

This application was heard by videoconference on February 12, 2026.

Only the Landlord's legal representative, Emily McGivern, attended the hearing.

As of 1:34pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,475.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.49. This amount is calculated as follows: \$1,475.00 x 12, divided by 365 days.

5. The Tenant has paid \$1,412.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$3,172.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$733.11 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$1.77 is owing to the Tenant for the period from January 2, 2026 to February 12, 2026.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act*, 2006 (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act for the L1 application.

L2 Application – Persistent Late Payment of Rent

11. On December 3, 2025, the Landlord served the Tenant an N8 notice of termination alleging that the Tenant has persistently failed to pay the rent on the date it was due. The termination date on the N8 notice is February 28, 2026.
12. The Landlord's evidence shows that from April 1, 2025, to December 1, 2025, the period included on the N8 notice, the Tenant paid the rent late every month.
13. Based on the Landlord's uncontested evidence, I find that the Tenant has persistently paid the rent late.

Relief from Eviction

14. Since the N8 has been served, the Tenant has continued to make late payments almost every month or not at all. The Landlord opposed a conditional order given the history of the Tenant's payments. I find that, absent any evidence adduced at the hearing that would suggest severe prejudice faced by the Landlord, a conditional order is appropriate in the circumstances. The tenancy started in 2011, and the Tenant must void the L1 before the conditions commence for the L2 application.
15. 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.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$4,833.00 if the payment is made on or before March 22, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 22, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,730.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$48.49 per day for the use of the unit starting February 13, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 23, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 22, 2026, then starting March 23, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 23, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph 2 above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of each month for the period of April 1, 2026 to March 1, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenants. The order that results from this section 78 application is usually issued without a hearing.

March 11, 2026
Date Issued

Colin Elsby
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on September 23, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 22, 2026

Rent Owing To March 31, 2026	\$6,059.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,412.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$4,833.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$3,690.88
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,412.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$733.11
Less the amount of the interest on the last month's rent deposit	- \$1.77
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$1,730.00
Plus daily compensation owing for each day of occupation starting February 13, 2026	\$48.49 (per day)

