



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-006123-26

In the matter of: 906, 701 Don Mills Rd
East York ON M3C1R9

Between: Elm Place Inc. – 701 Don Mills Road Landlord

And

Lukas Gabco Tenant

Elm Place Inc. – 701 Don Mills Road (the 'Landlord') applied for an order to terminate the tenancy and evict Lukas Gabco (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 March 5, 2026.

Only the Landlord's representative Sharon Harris attended the hearing.

As of 10:36am, 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:

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, the tenancy shall continue subject to terms and conditions set out below.
2. The Landlord served a Notice of Termination under section 58 (1) of the Residential Tenancies Act, 2006

58 (1) A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
3. The Tenant was in possession of the rental unit on the date the application was filed.
 4. The rent is due on the first day of each month and this is a month-to-month tenancy.
 5. On November 20, 2025, the Landlord gave the Tenant an N8 notice of termination which indicated a termination date of January 31, 2026. The notice of termination states that the Tenant has persistently failed to pay rent on the date that it is due.
 6. The Landlord's representative submits from November 1, 2024, to November 1, 2025, the Tenant paid rent late 13 times out of 13 months. The Landlord's representative referred to a ledger providing specific payment information and payment dates over this period.
 7. I am satisfied based on a balance of probabilities and based on the uncontested evidence of the Landlord, that the Tenant has persistently failed to pay rent the date it was due.
 8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 Landlord submits that since service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of the termination was given the Tenant has made the following payments with respect to their monthly rent.
 - December 2025, rent paid on December 1, 2025;
 - January 2026, rent partially paid on January 2, 2026;
 - February 2026, rent paid on February 2, 2026;
 - March 2026, rent paid on March 2, 2026.
11. The Landlord's representative states that letters are sent to the Tenant each time rent is late as a reminder to the Tenant's obligations with respect to paying rent on the date that it is due, but there has been no communication from the Tenant.
12. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.
13. However, I find that the Tenant should be given an opportunity to preserve their tenancy with a pay-on-time order. I say this because although the Tenant has paid their rent late in some months before the notice, more recently they have shown good faith effort to pay

rent. Therefore, there is some utility to a pay on time order, and I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenant.

14. Eviction is a remedy of last resort. The prejudice to the Landlord is minimal and the concerns raised with respect to the timeliness of rent payments can adequately be addressed through a pay on time order.

15. This order contains all of the reasons within it and no further reasons shall be issued.

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 up to and including March 1, 2027, the Tenant shall pay their lawful monthly rent, in full and on or before the first day of each month.
3. If the Tenant fails to comply with the conditions 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 also pay to the Landlord \$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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2026, at 4.00% annually on the balance outstanding.

March 17, 2026
Date Issued

Reshad Nazeer
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.