



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

File Number: LTB-L-009919-26

In the matter of: B, 322 MCALPINE AVE S
WELLAND ON L3B1V2

Between: Damir Baizhiyenov Landlord

And

Justin Dunn Tenant

Damir Baizhiyenov (the 'Landlord') applied for an order to terminate the tenancy and evict Justin Dunn (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 11, 2026.

As of 1:27PM, 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. The Landlord proved, on a balance of probabilities, the Tenant has persistently failed to pay rent on the date it becomes due and payable.
2. On February 2, 2026, the Landlord gave the Tenant an N8 notice of termination under subsection 58(1)1 of the *Residential Tenancies Act, 2006* (the 'Act'). The notice of termination alleges the Tenant did not pay rent as it became due and payable on the first day of each month for the period January 1, 2025 to February 1, 2026.
3. At the hearing, the Landlord introduced testimony about the Tenant's payment history. The Landlord also confirmed information in a rent ledger showing the Tenant did not pay rent on time, as described in the notice of termination. The Landlord testified that the

Tenant did not pay rent when it became due and payable on March 1, 2026. Instead, the Tenant paid the full rent on March 10, 2026.

4. Based on the uncontested evidence, we find the Tenant has persistently failed to pay rent as it became due and payable every month for the period January 1, 2025 to March 1, 2026.
5. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
6. The Landlord testified he must pay the mortgage on the rental property and that late rent payments cause concern. The Landlord is also concerned about his job security because of recent layoffs at his workplace. It was therefore important the Landlord receive the rent in full and on time each month.
7. At the hearing, the Landlord referred to a February 23, 2026 email message between the parties. The message describes an agreement that requires the Tenant to pay the monthly rent on time. The Tenant filed the email message with the Board pursuant to Rule 19 of the Board's Rules of Procedure, and we accordingly find its contents and the Landlord's testimony reliable evidence that the parties agreed to settle the application by having the Tenant pay future rent on time.
8. Keeping in mind the remedial nature of the Act, it is in the circumstances appropriate to grant relief from eviction in the form of a conditional order that requires the Tenant to pay the rent as it becomes due and payable.
9. The parties, however, did not turn their minds to any consequence if the Tenant fails to make punctual rental payments or the duration of the Tenant's obligation under the agreement. The Landlord conceded that he did not prepare submissions, or have any legal authority, to support his in-hearing request for an order requiring the Tenant to pay rent on time for a two-year period. The Landlord declared that he would rely on the Board's exercise of discretion.
10. We find it is appropriate to order the Tenant to pay the rent as it becomes due and payable for one year. A one-year period is consistent with the Act's remedial purpose. Without persuasive submissions to support a longer payment period, we decline the Landlord's request for an order requiring the Tenant to pay rent on time for two years.
11. If the Tenant fails to comply with this conditional order, the Landlord shall have the right to apply to the Board, without notice to the Tenant, under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must file an application under section 78 of the Act within 30 days of the Tenant's breach. Giving the Landlord this right is consistent with section 1 of the Act, which requires the Board to balance the rights and responsibilities of landlords and tenants.
12. The Landlord is entitled to their Board filing costs, pursuant to Rule 23.1. If the Tenant does not pay the filing costs within 11 days, the Tenant will start to owe interest on any outstanding balance.
13. All the reasons for this order are contained herein, and no further reasons will be issued.

It is ordered that:

1. The Tenant shall pay the Landlord rent owing for the months of April 2026 to March 2027, no later than the first day of each month.
2. If the Tenant fails to make any one of the payments in accordance with paragraph 1, above, the Landlord may, without notice to the Tenant, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The application must be made within 30 days of the Tenant's failure to make a payment under paragraph 1, above.
3. The Tenant shall also 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 in paragraph 3, above, on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

Darlene Cook

Darlene Cook

Member, Landlord and Tenant Board

March 20, 2026

Date Issued

Harry Cho

Vice Chair, 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.