



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

File Number: LTB-L-003933-26

In The Matter Of: 710 MOUNTAIN ASH RD
PETERBOROUGH ON K9J8K1

Between: Fariche Alleyne Landlord

And

Matthew Elder Tenants
Bailey Elder

Fariche Alleyne (the 'Landlord') applied for an order to terminate the tenancy and evict Matthew Elder and Bailey Elder (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remain in the unit after the termination date.

This application was heard by videoconference on March 2, 2026.

The Landlord's Representative, Crystal Francey, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy shall continue pursuant to a conditional order.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination – Persistent Late Rent Payments

3. On January 14, 2026, the Landlord gave the Tenants an N8 notice of termination with a termination date of July 31, 2026. The notice of termination contains the following allegations: During the period of July through January 2026, the Tenants persistently paid rent late 6 out of 7 months.

4. I find that the N8 notice complies with the *Residential Tenancies Act, 2006* ('the Act'), it meets the 60-day requirement, and it provides sufficient details as to the reason for the notice.
5. The Landlord's representative confirmed that the rent is due on the 1st day of each month. They said the rent has been paid late 6 out of 7 months from July 2025 to January 2026.
6. The Landlord's representative submitted that since the application was filed on January 15, 2026, to the date of the hearing, the Tenants have continued to pay their rent late.
7. The Tenants admitted that the rent was paid late.
8. Based on uncontested evidence from the parties, I am satisfied that the Tenants have been persistently paying the rent late and not on the date it is due.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction

10. 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.
11. The Tenants requested to preserve their tenancy with a conditional order to begin on June 1, 2026. The Tenant, Matthew Elder ('ME'), testified that they believe they will be able to pay the rent in full and on time in the future as their financial situation will improve as of April 2026. ME stated that his wife was on maternity leave and her employment will change in April, when she returns to her full-time position, and their new combined income will be sufficient to support their request for a conditional order. ME submitted that they need time to organize their finances during the months of April and May 2026, and by June 1, 2026, they will be back on track and able to make rent payments in full and on time.
12. The Landlord's representative did not oppose the Tenants' request for a conditional order, however, they requested the pay on time order to begin on April 1, 2026, and for a period of 18 months. In the alternative, they requested termination of the tenancy effective July 31, 2026.
13. Having considered the evidence of the parties, I was satisfied the Tenants' circumstances have changed and they are in a better financial situation to pay the rent on time after the hearing. Given the remedial purpose of the Act, I find it appropriate to grant the Tenants relief in all circumstances.
14. I find that it would not be unfair to deny the eviction and instead impose a conditional order in the circumstances. I believe a conditional order with terms will limit further prejudice to the Landlord while allowing the Tenants an opportunity to maintain their tenancy. If the Tenants breach any of the conditions below, the Landlord may apply for eviction. As a result, I am satisfied that a conditional order would not be unfair.
15. As noted earlier in my order, this application is based on an N8 notice of termination which terminates a tenancy at the end of a term. As a result, the earliest date that the tenancy

can terminate is July 31, 2026. Although the Landlord has requested that the conditional order commence on April 1, 2026, the months of April, May, June, or July will not subject to section 78 of the Act, which allows the Landlord to apply for an order to terminate the tenancy and evict the Tenants within 30 days of a breach of a condition. Therefore, the pay on time portion of the conditional order will commence on August 1, 2026.

16. I also find that a conditional order for the Tenants to pay their rent in full and on time for a period of 12 months is sufficient for the Tenants to correct their behaviour.

It is ordered that:

1. The Landlord's application for eviction of the Tenants is denied on the condition that:
 - a) The Tenants shall pay their lawful rent for the months of April, May, June, and July as required under the terms of the tenancy agreement.
 - b) Commencing August 1, 2026, until July 1, 2027 inclusive, the Tenants shall pay their lawful monthly rent in full and one time, on or before the first day of the month.
2. If the Tenants fail to comply with the conditions set out in paragraph 1(b) of this order, from the period of August 1, 2026, to July 1, 2027, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. 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 Tenants.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application on or before August 24, 2026.
4. If the Tenants do not pay the Landlord the full amount owing on or before August 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 25, 2026, at 4.00% annually on the balance outstanding.

March 24, 2026

Date Issued

Colette Myers

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.