



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009055-26

In the matter of: 3646 RIBERDY RD
WINDSOR ON N8W3V8

Between: Rhythm Holdings Ltd C/O MARDA Management Inc. Landlord

And

Alan Pettitt Tenant

L1 Application

Rhythm Holdings Ltd C/O MARDA Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Alan Pettitt (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

L2 Application

Rhythm Holdings Ltd C/O MARDA Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Alan Pettitt (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.

These combined applications were heard by videoconference on March 23, 2026.

The Landlord's legal representative, Kira Passell, the Tenant's legal representative, Jessica Cusworth, and the Tenant attended the hearing.

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 \$1,723.02. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.65. This amount is calculated as follows: $\$1,723.02 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to March 31, 2026, are \$9,338.12.
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 \$1,600.00 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 \$184.80 is owing to the Tenant for the period from December 1, 2019, to March 23, 2026.

L2 Application

10. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application.
11. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

12. On December 23, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: that the Tenant has persistently paid their rent late.

Persistently Late

13. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1 day of each month. The rent has been paid late 11 times in the past 12 months from December 2025 to December 2026. The Landlord's legal representative submits that the Tenant has stopped paying from October 2025 to current except for one payment in October of \$1000.00.
14. The Tennat did not dispute he was late or failed to pay his rent during the time period indicated in the N8. Based on the undisputed evidence before me, I find that 11 times in a 12-month period constitutes persistent late payment.

Relief from eviction

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.
16. The Landlord sought a voidable order on the L1 application requiring the Tenant to pay all arrears within 11 days of the date of the order, failing which the tenancy would terminate. The tenancy commenced in December 2019. The Landlord submitted that the Tenant had previously fallen into arrears, which were addressed through Board orders LTB-L-002660-21 and LTB-L-032436-25. The Landlord argued that, in light of the Tenant's prior payment history, a repayment plan or conditional order was not appropriate.
17. The Landlord also sought a non-voidable order on the L2 application in the event the Tenant voided the L1 portion of the order.
18. The Tenant requested a repayment plan with respect to the L1 application and requested a pay-on-time order in relation to the L2 application. The Tenant attended the hearing prepared to propose a repayment plan and testified that he could pay \$430.75 on the first and twentieth of each month toward the arrears, for a total of \$861.50 per month, with the arrears to be paid in full by February 2027.
19. The Tenant testified that he could commence the repayment plan on April 1, 2026. He further testified that he is an electrician and intends to start his own business renovating homes, and that he already has several jobs lined up, including the construction of tiny homes. The Tenant testified that he resides in the rental unit with his daughter and five-year-old grandson and expressed a desire to remain in the unit, where he has lived for approximately six years.
20. Based on the Tenant's evidence, I am satisfied that the Tenant has the ability to comply with the proposed repayment plan. Accordingly, I find it appropriate to grant the Tenant's request for a repayment plan with respect to the L1 application. I also grant a conditional order on the L2 application. This approach preserves the tenancy while minimizing prejudice to the Landlord, as a failure by the Tenant to comply with the terms of the order would permit the Landlord to seek termination of the tenancy without further notice.

It is ordered that:

1. The Tenant shall pay to the Landlord \$ 9,524.12 for the arrears of rent up to March 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Due Date	Payment Amount
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On or before April 1, 2026	\$1,723.02
On or before the 1st of each month beginning April 1, 2026, through to and including February 1, 2027	\$430.75
On or before the 20th of each month beginning April 20, 2026, through to and including February 20, 2027	\$430.75
On or before March 1, 2027	\$47.62

3. If the Tenant fails to make any one of the payments in accordance with paragraph 2 of this order, then:

- The outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing; and
- The Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2025.

L2 Application – Persistent Late Payment of Rent

4. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period of April 1, 2026, through to and including March 1, 2027.
5. If the Tenant fails to make any of the payments in paragraph 4 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 Tenant.

March 27, 2026
Date Issued

Teresa Hunt
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.