



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

File Number: LTB-L-008090-26

In the matter of: 601, 125 CANON JACKSON DR
YORK ON M6M0C6

Between: DANIELS GATEWAY RENTAL COMMUNITIES Landlord

And

IVEREN MWUESE AHURA Tenant

DANIELS GATEWAY RENTAL COMMUNITIES (the 'Landlord') applied for an order to terminate the tenancy and evict IVEREN MWUESE AHURA (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 combined L1/L2 application was heard by videoconference on February 25, 2026.

The Landlord's Legal Representative, Cathy Corsetti, the Landlord's Agent, Genevieve Chessie, and the Tenant attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

1. The parties came to a consent order in relation to the L1 application.

L2 Application – Persistent Late Payment of Rent

2. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 8 times since July 2025. July and August 2025 rent was paid August 28, 2025, September 2026 rent was paid October 22, 2025, October 2025 rent was partially paid November 13, 2025, and December 1, 2025, November 2025 rent was paid December 3, 2025, December 2025 rent was still outstanding, January 2026 rent was paid February 5, 2026, and February 2026 rent was paid 1 week before the hearing date.

3. The Tenant does not dispute the rent payments have been late, but these were circumstances out of her control which led to the late payments. The Tenant testified that she provided the Landlord with bank drafts in a timely manner up to September 2025, but the Landlord does not deposit them on time.
4. The Landlord testified that the Tenant has not paid rent in full or on time since the N8 notice was served.
5. The Tenant did not have documentation evidence of the bank drafts to support that her rent was paid in full and on time from July 2025 to September 2025, as this was the only period the Tenant was disputing that she paid rent on time.
6. The Landlord provided clear and specific evidence as to when rent payments were made by the Tenant and the Tenant did not present any concrete and objective evidence to challenge the Landlord's records.
7. I find that the Landlord's evidence was clear and concise, and the Tenant did not dispute that her rent payments were late and not paid on time for the periods from October 2025 to February 2026, so therefore I am satisfied that the Tenant has persistently paid her rent late.
8. In relation to s. 83 considerations, I considered the prejudice to the parties, and I find there would be more prejudice to the Tenant to find alternative living arrangements than to provide an order with s. 78 terms to allow the Tenant to satisfy the arrears and ongoing rent.

It is ordered that on consent:

L1 Application – Non-Payment of Rent

1. The Tenant shall pay to the Landlord \$6,306.00 for arrears of rent up to February 28, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$750.00, on or before the 15th day of each month for the months of March, April, and May 2026
 - b) \$1352.00, on or before the 15th day of each month for the months of June, July, and August 2026
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026, to August 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, 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 February 28, 2026.

It is ordered not on consent that:

L2 Application – Persistent Late Payment of Rent

5. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period September 1, 2026, to August 31, 2027.
6. If the Tenant fails to make any of the payments in paragraph 5 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.

April 2, 2026
Date Issued

Samantha Greaves
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.