



Order under Section 69 Residential Tenancies Act, 2006

Citation: Woodhaven Properties v O'Brien, 2026 ONLTB 28207

Date: 2026-04-07

File Number: LTB-L-108499-25

In the matter of: 60 SYDENHAM WELLS
BARRIE ON L4M6R4

Between: Woodhaven Properties Landlord

And

Shivonne O'Brien Tenant

Woodhaven Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Shivonne O'Brien (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).

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 4, 2026.

Only the Landlord's agent Sam Hornung attended the hearing.

As of 10:06 a.m., 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 of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,280.00. It is due on the 1st day of each month.

L1 Application – Non-Payment of Rent

3. 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.

4. The Landlord's agent testified the Tenant paid all of the arrears of rent, achieving a zero balance on December 27, 2025.
5. Pursuant to subsection 74(2) of the *Residential Tenancies Act, 2006*, the Landlord's application is discontinued to December 31, 2025.
6. Based on the Monthly rent, the daily rent/compensation is \$41.23. This amount is calculated as follows: \$1,254.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The Landlord collected a rent deposit of \$1,254.00 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 \$53.57 is owing to the Tenant for the period from May 1, 2024 to March 4, 2026.

L2 Application – Persistent Late Payment of Rent

10. 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.
11. The Landlord testified the lawful monthly rent has been paid late 15 times over a period of 15 months and rent has been paid late both before and after the N8 Notice served on December 5, 2026 with the rent payments being paid 3 to 20 days after the due date. This includes each of the 12 months prior to the service of the N8 Notice and the 3 months following the service of the N8 Notice. The Tenant failed to pay the lawful monthly rent for a period of time and accumulated significant arrears during the period between June and November 2025; however, the Landlord's agent submitted that the Tenant paid all of the arrears of rent achieving a zero balance on December 27, 2025.

Analysis

12. 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*.
13. After considering all the circumstances, I do not find that the circumstances rise to the level of warranting an eviction. For the late payment of rent issues, I find a prompt payment order is the appropriate resolution, as is often the case where a tenant has paid persistently late. While the Tenant's pattern of past late rent payments is concerning, the Tenant has as recently as December 27, 2025 repaid all of the arrears in full, only for the arrears to accumulate once again, so given the circumstances, should be given the opportunity to bring the tenancy into good standing and maintain the tenancy. I make the aforementioned findings for several reasons.

14. First, the Divisional Court has affirmed, on numerous occasions, that eviction is a remedy of last resort. To take just two examples:

Eviction should be ordered as a last resort after carefully considering Section 84 [now 83] of the Act (*Britannia Glen Co-operative Homes v. Singh*, cited in *Toronto Community Housing Corp. v. Thompson*, [2003] O.R.H.T.D. No. 145).

To put somebody out of their home must, in my view, call for clear and compelling circumstances that it is no longer possible for the arrangement to continue (*Langford v. Phipps*, [1992] O.J. No. 4184 (Ont. Gen. Div.)).

15. In other words, eviction should only be ordered if it is not possible to bring a tenancy back into good standing. In a case of persistent late payment, bringing the tenancy back into good standing is not a complex matter, insofar the Tenant shall begin paying the lawful monthly rent on time.
16. Second, compared to the other reasons a tenancy can be terminated, persistent late payment is a less serious issue. Landlords are entitled to be paid on time, but eviction would be a serious consequence in these circumstances, in particular where significant payments have been made by the Tenant.
17. Third, in this case, the prejudice to a landlord that results from a prompt payment order should be minimal. As of the date of the hearing, the arrears are minimal, and the order ensures that the rent will immediately start to be paid on time. If any payment is late, the Landlord can obtain an eviction order under section 78 of *the Act*.
18. For all these reasons, tenants should generally be given an opportunity to start paying on time where they promise to do so, and if there are exceptional circumstance surrounding the issue that might suggest why the rent was not being paid on time, as is the case here. There will, of course, be exceptions. For example, if a prior prompt payment order has not been sufficient to resolve the issue, or if the evidence clearly establishes that a tenant cannot or will not start paying on time, then an eviction may be warranted. Those are not the circumstances in this case.
19. In the present case, I find it appropriate to give the Tenant an opportunity to maintain this tenancy. There is some evidence that the Tenant's financial circumstances have improved, as the Tenant has made significant payments towards the arrears, and the Tenant ought to now be able to pay on time.
20. By abiding by the terms and conditions of the order, I find this would result in limited prejudice to the Landlord.
21. The rent arrears owing to March 31, 2026 are \$2,160.00.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$2,346.00 for arrears of rent, including the application filing fee up to March 31, 2026.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

Date	Amount
May 20, 2026	\$500.00
June 20, 2026	\$500.00
July 20, 2026	\$500.00
August 20, 2026	\$846.00

4. The Tenant shall also pay the lawful monthly rent in full as it comes due on the 1st of the month, for the period beginning May 1, 2026 to April 30, 2028.
5. 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 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the *Residential Tenancies Act, 2006* 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 March 31, 2026.

April 7, 2026
Date Issued

 Greg Witt
 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.