



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

File Number: LTB-L-088348-25

In the matter of: 72 Barrie St
Bradford ON L3Z2A9

Between: Gerald Anthony Landlord

And

Michael Romanelli Tenants
Lindsay Coleman

Gerald Anthony (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Romanelli and Lindsay Coleman (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on April 8, 2026.

The Landlord and the Tenant, Michael Romanelli, attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession of the rental unit as of the hearing date.
2. On July 30, 2025, the Landlord gave the Tenant an N8 notice of termination which alleges that the Tenants have been persistently late in paying the ongoing rent as it comes due. The termination date in the notice is September 30, 2025. Attached to the N8 notice that was given is a ledger statement showing dates that the Tenant has made ongoing rent payments and utility payments to the Landlord for the period of September 2021 to May of 2025.
3. There is no dispute that leading up to June 30 2025, the Tenant was in rent arrears of \$5,205.00 (see LTB-L-058037-24). The Tenant remained in arrears up until September 30, 2026. Since then, there is no dispute that the Tenant has paid the lawful monthly rent of \$1,100.00 on or by the first day of each month for October, November and December of 2025. The Tenant also paid the January, February and March rent on or by the first day of each month. The rent is still outstanding for April of 2025, however, the Tenant submits this will be paid by May 1, 2026.

4. I find that although the Tenant was making regular rent payments to the Landlord for the period of twelve months prior to the service of the N8 Notice, I cannot overlook the fact that the Tenant was in arrears of rent during the one-year period prior to service of the N8 Notice. The Tenant fell into rent arrears because their spouse became ill and unable to work and the Tenant took time off to care for them. This caused them financial hardship trying to maintain the monthly rent and to pay back the arrears to the Landlord.
5. The Tenant explained that the recent shortfall in payment for the April rent is a result of a shift between their employment benefits for their seasonal contract work which has recently resumed. The Tenant has established that they have the ability to pay the ongoing rent in full and on time and I find that a conditional order to preserve the tenancy is appropriate under all of the circumstances.
6. The Landlord could not provide any evidence or submissions on how an ongoing payment plan of ordered payments on the first of each month causes them any significant prejudice.
7. An oral decision was given at the hearing and this order reflects my oral decision.
8. Since the April rent has not yet been paid, the Tenant will have until May 1, 2026 to pay the April 2026 rent to the Landlord. The Tenant will then be obligated to pay the ongoing rent on or by the first day of each consecutive month for a period of at least twelve months up to and including to April 1, 2027.
9. The Tenant also agreed to pay the \$186.00 application filing fee and agreed this could be paid by the end of the week at the hearing. Although the filing fee will not be subject to conditions, the Tenant will have until April 30, 2026 to pay the Landlord the application filing fee or interest will start to accrue.
10. The Landlord's request to amend the application to include a claim for daily compensation is denied. The Landlord only requested this amendment at the hearing and the Tenant disputed the amendment. Given the late timing of the request and considering that I am granting conditional relief, there shall be no amendment to the application for daily compensation. For clarity, the only remedy that the Landlord can claim if the Tenant breaches this conditional order will be for termination of the tenancy only and not for any rent arrears or daily compensation.
11. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay to the Landlord the lawful monthly rent for April 2026 on or by May 1, 2026;

3. The Tenants shall pay to the Landlord the lawful monthly rent on or by the first day of each month for a period of twelve consecutive months starting May 1, 2026 and continuing up until April 1, 2027.
4. If the Tenants fail to comply with the conditions set out in paragraph 2 or 3 of this order, the Landlord may apply under section 78 of 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.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 16, 2026
Date Issued

Terri van Huisstede
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.