



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-013594-26

In the matter of: FRONT UNIT, 2182A QUEEN ST E
TORONTO ON M4E1E6

Between: 1795572 ONTARIO LTD Landlord

And

TREVOR JAMES TAIT Tenant

1795572 ONTARIO LTD (the 'Landlord') applied for an order to terminate the tenancy and evict TREVOR JAMES TAIT (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 April 27, 2026.

Only the Landlord's legal representative, A. McMaster, and the Landlord's agent, R. Yip, attended the hearing.

As of 10:14 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:

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 \$1,300.00. It is due on the 8th day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 7, 2026 are \$19,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. On January 20, 2026, the Landlord gave the Tenant a Notice to End your Tenancy at the End of the Term (N8 notice) for persistent late payment of rent with a termination date of April 7, 2026. The N8 notice alleged that the Tenant persistently paid the rent late 17 times between September 2024 to January 2026. The lease was month- to-month at the time of service and rent was due on the 8th day of every month.
10. Based on the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the eighth day of each month. The rent has been paid late 20 times in the 20 months.
11. The pattern of late payments is unmistakable and persistent.
12. Given my findings on the L2, there is no opportunity to void termination of the tenancy by paying the outstanding arrears. That is, since termination of the tenancy is granted for persistent late payment of rent, the Tenant cannot void termination in this case.

Relief from Eviction

13. Based on the uncontested evidence before me, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant was not present to make submission on any relief sought.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 16, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. The Tenant shall pay to the Landlord \$19,140.80. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

4. The Tenant shall also pay the Landlord compensation of \$42.74 per day for the use of the unit starting April 28, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 16, 2026, then starting May 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 17, 2026.

May 5, 2026
Date Issued

Mayra Sawicki
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 17, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To April 27, 2026	\$18,954.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$19,140.80
Plus daily compensation owing for each day of occupation starting April 28, 2026	\$42.74 (per day)