



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

File Number: LTB-L-022416-26

In the matter of: 24 NOBLEVIEW DR
King ON L0G1N0

Between: Anil Aggarwal Landlord
Reeta Aggarwal

And

Andray Gonsalves Tenant

Anil Aggarwal and Reeta Aggarwal (the 'Landlord') applied for an order to terminate the tenancy and evict Andray Gonsalves (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on April 22, 2026 at 09:00 am.

Only the Landlord Representative Baljinder Srann attended the hearing.

As of 09:30 am, 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 explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy, However, pursuant to submissions made the tenancy shall continue based on the conditions set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On February 19, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination contains the following allegations:
 - a. Commencing in January 2025 and continuing to March 2026 the Tenant has persistently paid the rent late.

4. The Landlord Representative then submitted that since March 2026 to present the Tenant has continued to pay the rent late. This was supported by the ledger entered in evidence. They also submitted they would be open to an order for prompt payment.
5. 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 14 times in the past 14 months.

Relief from eviction

6. 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.
7. Specifically, based on the above submissions I am satisfied a prompt payment plan is warranted and will not prejudice the Landlord or Tenant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Commencing May 1, 2026 and continuing until April 1, 2027 the Tenant shall pay the rent in full on or before the 1st day of each month.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. 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 Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 18, 2026 at 4.00% annually on the balance outstanding.

May 6, 2026
Date Issued

Kelly Delaney
, 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.