



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

**File Number:** LTB-L-013043-26

**In the matter of:** 1891 MORGAN RD  
CHELMSFORD ON P0M1L0

**Between:** Ian Robertson Landlord

**And**

Darren Cornthwaite Tenant

Ian Robertson (the 'Landlord') applied for an order to terminate the tenancy and evict Darren Cornthwaite (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 application was heard by videoconference on April 23, 2026.

The Landlord, the Landlord's Representative, and the Tenant attended the hearing

### **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 \$1,690.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.56. This amount is calculated as follows: \$1,690.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. It was undisputed that the rent arrears owing to April 30, 2026, are \$8,820.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,650.00 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 \$199.31 is owing to the Tenant for the period from October 1, 2019, to April 23, 2026.

L2 Application – Persistent Late Payment of Rent

10. I am satisfied that 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 12 times in the 13 months between January 1, 2025, and January 1, 2026, preceding the N8 notice of termination.
11. Since the N8 notice, the Tenant continued to make late rent payments.

Relief from Eviction

12. The Tenant testified that he was in a bad car accident that left him with some severe injuries. The Tenant testified that he is currently awaiting an insurance settlement that should enable him to fully pay the arrears, but he will be able to pay the ongoing rent as of June 1, 2026, and \$500.00 toward arrears until the insurance settlement comes.
13. The Tenant testified that he is scheduled for another surgery on May 7, 2026, and has been in the rental unit for 8 years and that if he is unable to stay in the unit he would need at least 2 months to find somewhere else. The Tenant testified with his current medical conditions moving would be difficult as he would not be able to do it himself, he would need to have others do it for him. The Tenant testified that it is only due to his medical circumstances that he has been late with rent and in these circumstances.
14. The Landlord testified that not receiving rent is a large financial burden and the rental unit is costing money. Without rent to offset the carrying costs, the Landlord is having to borrow money to maintain the property. The Landlord testified that he is fearful of losing the property and last summer was threatened with foreclosure.
15. The Landlord's Representative submitted that the tenancy is no longer viable as the Tenant owes substantial arrears and has a history of late payments. Therefore, the tenancy should be terminated due to the financial burden the Landlord is suffering.
16. I accept the Tenant's evidence regarding his ability to pay the ongoing rent and adhere to his proposed payment plan. While I accept that the arrears have had an impact on the Landlord, I am not satisfied based on the evidence provided that the Landlord is experiencing financial hardship such that it would be unfair to grant relief. In my view, it would not be unfair to issue a conditional order in order to give the Tenant an opportunity to preserve the tenancy. If they fail to meet the terms of the conditional order the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for eviction.

17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
18. Given the date this order is being issued and that the Tenant indicated that he would not be able to pay the ongoing rent until June 1, 2026, May 2026 rent has been included in the amount of arrears owing.

**It is ordered that:**

**L1 Application – Non-Payment of Rent**

1. The Tenant shall pay to the Landlord \$10,696.00 for arrears of rent to May 31, 2026, inclusive of costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph on in accordance with the following schedule:

| <b>Payment Date</b> | <b>Payment Amount</b> |
|---------------------|-----------------------|
| June 15, 2026       | \$500.00              |
| July 15, 2026       | \$500.00              |
| August 15, 2026     | \$500.00              |
| September 16, 2026  | \$500.00              |
| October 15, 2026    | \$500.00              |
| November 15, 2026   | \$500.00              |
| December 15, 2026   | \$500.00              |
| January 15, 2027    | \$500.00              |
| February 15, 2027   | \$500.00              |
| March 15, 2027      | \$500.00              |
| April 15, 2027      | \$500.00              |
| May 15, 2027        | \$500.00              |
| June 15, 2027       | \$500.00              |
| July 15, 2027       | \$500.00              |
| August 15, 2027     | \$500.00              |
| September 16, 2027  | \$500.00              |
| October 15, 2027    | \$500.00              |
| November 15, 2027   | \$500.00              |
| December 15, 2027   | \$500.00              |
| January 15, 2028    | \$500.00              |
| February 15, 2028   | \$500.00              |
| March 15, 2028      | \$196.00              |

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 June 1, 2026, to March 1, 2028, 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 May 31, 2026.

**L2 Application – Persistent Late Payment of Rent**

5. If the Tenant pays the arrears in full on or before June 2027, thereby fulfilling the L1 portion of the order, the tenancy shall continue on the following terms.
6. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period June 1, 2026, through June 1, 2027, inclusive.
7. If the Tenant fails to make any of the payments in paragraph 6 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.

**May 5, 2026**  
**Date Issued**

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Nicole Pedron  
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.