



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022429-26

In the matter of: 1213, 263 BRADY ST
SUDBURY ON P3B4A6

Between: KAYMIC DEVELOPMENTS Landlord

And

AMANDA PELTIER Tenant

KAYMIC DEVELOPMENTS (the 'Landlord') applied for an order to terminate the tenancy and evict AMANDA PELTIER (the 'Tenant') because:

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

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 15, 2026.

Only the Landlord's Legal Representative Melissa Robinson attended the hearing.

As of 10:15 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 explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 19, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 11, 2025, the Landlord gave the Tenant an N8 notice of termination. The N8 Notice alleges the Tenant has persistently paid rent late each month from January 2025 to December 2025. A detailed ledger attached to the N8 Notice of Termination shows that the Tenant either did not pay rent at all during this period or only made partial payments towards rent. The rent is due on the 1st of each month. At the hearing the Landlord's Legal

Representative testified the dates of payments in the ledger attached to the N8 Notice were correct.

4. Section 58(1) 1. permits a landlord to give a tenant notice of termination of their tenancy if the tenant has persistently failed to pay rent on the date it becomes due and payable.
5. Based on the uncontested evidence before me I am satisfied on a balance of probabilities that the Tenant failed to pay rent on the date it became due 12 out of 12 months for the period of January 2025 to December 2025.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Daily compensation, NSF charges, rent deposit

7. The Tenant was required to pay the Landlord \$1,743.86 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to April 15, 2026.
8. Based on the monthly rent, the daily compensation is \$37.91. This amount is calculated as follows: \$1,153.13 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

Relief from eviction

11. 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.
12. The Landlord sought termination of the tenancy due to the persistently late payment of rent by the Tenants. The Tenants did not attend the hearing to provide submissions regarding their circumstances and the Landlord's Legal Representative was unaware of any circumstances to consider with respect to relief from eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 19, 2026.
2. If the unit is not vacated on or before May 19, 2026, then starting May 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 20, 2026.

4. The Tenant shall pay to the Landlord \$1,743.86, which represents compensation for the use of the unit from March 1, 2026 to April 15, 2026.
5. The Tenant shall also pay the Landlord compensation of \$37.91 per day for the use of the unit starting April 16, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$1,929.86.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 20, 2026 at 4.00% annually on the balance outstanding.

May 8, 2026
Date Issued

Sean Ramage
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 20, 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.