



Order under Section 69 Residential Tenancies Act, 2006

Citation: WDL 8 LP, c/o Tricon Residential v Clarke, 2026 ONLTB 35535

Date: 2026-05-13

File Number: LTB-L-011296-26

In the matter of: 703, 181 MILL ST
TORONTO ON M5A1C8

Between: WDL 8 LP, c/o Tricon Residential Landlord

And

Keira Clarke Tenant
Jermaine James

WDL 8 LP, c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Keira Clarke and Jermaine James (the 'Tenants') because:

- the Tenant has been persistently late in paying the Tenants' 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 28, 2026.

The Landlord's representative, Faith MacGregor, attended the hearing, and Tenant Keira Clarke (KC) appeared on behalf of both Tenants. Jill Wilson attended as a support person for the Tenant.

The Tenant spoke to duty counsel prior to the start of the hearing.

Determinations:

L2 Application – Persistent Late Payment of Rent

1. The Landlord served the Tenants with a valid Notice to End the Tenancy for Persistent Late Payment of Rent (N8).
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,895.25. It is due on the first day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$62.31. This amount is calculated as follows: \$1,895.25 x 12, divided by 365 days.
5. The rent is due on the 1st day of the month. The ledger provided by the Landlord establishes the Tenants paid the rent late 12 of the 12 months preceding the hearing. The Tenants do not dispute they have paid the rent late but believe they paid 8 months late. I am satisfied the Tenants have persistently failed to pay the rent on the date it was due.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,895.25 from the Tenants 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.

Relief from Eviction

8. 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 pursuant to subsection 83(1) of the Act subject to conditions imposed under subsection 204(1) of the Act.
9. At the outset, it should be noted that I found KC to be unnecessarily combative during the hearing, both when being cross-examined and when presenting her own evidence. Because of this, the reasons KC presented as to why they were unable to pay the rent in full and on time were unclear, which made it difficult for me to determine whether they are able and willing to pay on time.
10. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. In the cases of *Sutherland v. Lamontagne*, [2008] O.J. No. 5763 (Div. Ct.) and *Paderewski Society v. Ficyk*, [1998], the Divisional Court stated,

“To put somebody out of their home must, in my view, call for clear and compelling circumstances that it’s no longer possible for the arrangement to continue.”
11. I believe this is continues to be a viable tenancy. The Board’s records indicate that the Tenants were afforded the opportunity to preserve the tenancy by way of a payment plan under LTB-L-057494-25. As there is no record the Landlord filed an application under section 78, I accept KC’s testimony that they complied with the terms of the plan. This, in my view, supports a finding that the Tenants are able and willing to pay the rent when due.
12. The Tenants have resided in the rental unit for over three years and have two small children who attend school nearby. I believe a twelve-month conditional order will mitigate any prejudice to the Landlord while providing the Tenants an opportunity to preserve the tenancy

It is ordered that:

1. the Landlord's application to terminate the tenancy for persistently paying the rent late is denied, subject to the following conditions:
 - a) For a period of 12 consecutive months, from June 2026 to May 2027, the Tenants shall pay the lawful monthly rent to the Landlord in full on or before the first day of each month.
2. In the event that the Tenants fail to make any of the payments indicated in paragraph 1 of this order in full and on time, the Landlord shall be entitled to apply to the Board, no later than 30 days after a breach of this order, without notice to the Tenants, for an order terminating the tenancy and evicting the Tenants pursuant to Section 78 of the Act.
3. The Tenants shall pay the Landlord \$186.00 for the application filing fee. If the Tenants do not pay the full amount owing by June 1, 2026, interest will accrue at 4% annually commencing June 2, 2026.
- 4.

May 13, 2026
Date Issued

Vanessa Davies
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 24, 2026

Rent Owing To	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$186.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$0.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,895.25
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$(1,709.25)
Plus daily compensation owing for each day of occupation starting April 29, 2026	\$62.31 (per day)