



Order under Section 69 Residential Tenancies Act, 2006

Citation: Nguyen v MacGregor, 2026 ONLTB 37546

Date: 2026-05-15

File Number: LTB-L-019060-26

In the matter of: 456 AUGUSTUS ST
CORNWALL ON K6J3W6

Between: Hanh Nguyen Landlord

And

Bonnie MacGregor Tenant

Hanh Nguyen (the 'Landlord') applied for an order to terminate the tenancy and evict Bonnie MacGregor (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 May 7, 2026. Only the Landlord's Agent, Dai Nguyen, attended the hearing.

As of 11:13 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 shall terminate May 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 29, 2025, the Landlord gave the Tenant an N8 notice of termination, alleging that the Tenant persistently paid their rent late.
4. 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:

- two times in 2024 (November and December);
 - was either unpaid or late every month in 2025; and
 - late, unpaid, or not paid in full five months (January through May) in 2026.
5. The Tenant was required to pay the Landlord \$1,117.92 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026, to May 7, 2026.
 6. Based on the monthly rent, the daily compensation is \$16.44. This amount is calculated as follows: \$500.00 x 12, divided by 365 days.
 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.
 9. Based on the evidence before me, I find that the Tenant has persistently paid their rent late two times in 2024, 12 times in 2025, and five times in 2026.
 10. The Divisional Court in *Parousis v. Centurion Property Associates Inc.*¹, upheld the LTB's decision that partial payments or unpaid rent still constitutes late payment of rent. Thus, I find that the unpaid or partial payments made in 2025 and 2026, still constitute late payment of rent.
 11. The Landlord seeks a standard order, that is, an order which can be enforced 11 days after its issuance. The Landlord's agent testified that the tenancy precedes the Landlord's ownership of the building described as a low-rise complex comprised of eight units. The Landlord purchased the building in 2022 and is a small Landlord owning only this building. This is the third time the parties have been before the Board since then. The Landlord is retired and has a mortgage on the property and relies on the income to maintain the property and pay the mortgage. The Tenant is currently in arrears of rent having made only a partial payment in May 2026.
 12. 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 Landlord is not aware of any reason to delay or deny the eviction.
 13. I have considered in my decision that the Tenant has made only a partial rent payment since January 2026. I have also considered the prejudice to both the Landlord and the Tenant. In my view, the prejudice to the Landlord is greater than that of the Tenant because the parties have been to the Board three times in four years, and the Landlord is a small Landlord who relies on the income generated from the rent to pay both the mortgage and upkeep of the building.
 14. I am also of the view that a conditional order is not appropriate in these circumstances, because, in my view, the Tenant is either unable or unwilling to pay their rent on time as evidenced by the parties having been before the Board three times in the last four years.

¹ *Parousis v. Centurion Property Associates Inc.*, 2025 ONSC6864

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 31, 2026.
2. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.
4. The Tenant shall pay to the Landlord \$1,117.92, which represents compensation for the use of the unit from March 1, 2026, to May 7, 2026, less any amounts already paid by the Tenant to the Landlord.
5. The Tenant shall also pay the Landlord compensation of \$16.44 per day for the use of the unit starting May 8, 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 \$1,303.92, less any amounts already paid by the Tenant to the Landlord.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

May 15, 2026
Date Issued

Jane Dean
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 December 1, 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.