



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

File Number: LTB-L-013044-26

In the matter of: 1502, 1201 WALDEN CIR
MISSISSAUGA ON L5J4M9

Between: DEVONSHIRE PROPERTIES INC. Landlord

And

KAREN PATRICIA HAMILTON Tenant

DEVONSHIRE PROPERTIES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict KAREN PATRICIA HAMILTON (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 30, 2026.

Only the Landlord's representative, Tanya Dickie, attended the hearing.

As of 9:40 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 in the application. However, the tenancy shall continue should the Tenant meet the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On November 12, 2025, the Landlord gave the Tenant an N8 notice of termination with the termination date of May 31, 2026. The notice of termination contains the following allegations: from June 1, 2025 to November 30, 2025, the Tenant paid rent late 3 out of 6 months. The Tenant's payment history during this period is as follows: June 2025 rent was

paid on time; July 2025 rent was paid on time; August 2025 rent was paid on time; September 2025 rent was paid by September 10, 2025; October 2025 rent was paid by October 22, 2025; and November 2025 rent was not paid at the time of serving the N8 notice, however, the Tenant later paid November 2025 rent by November 14, 2025.

4. Since filing the application, the Tenant continued to pay their rent late. The Tenant's paying history since the Landlord filed the application is as follows: December 2025 rent was paid by December 17, 2025; January 2026 rent was paid by January 6, 2026; February 2026 rent was paid by February 2, 2026; March 2026 rent was paid by March 3, 2026; and April 2026 rent was paid by April 6, 2026.
5. I find, the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 8 times in the past 11 months from June 1, 2025 to April 30, 2026.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

7. 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. Although the Tenant has been persistently late in paying their rent, they are currently not in rent arrears and there will not be serious prejudice on the Landlord because of this conditional order as it will order the Tenant to pay rent on time and in full should they wish to continue their tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay their rent on time and in full from June 1, 2026 to May 31, 2027.
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 the Landlord compensation of \$73.25 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. 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 19, 2026
Date Issued

Vishal Nanda
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.