



Order under Section 69 Residential Tenancies Act, 2006

Citation: Penner v Miller, 2026 ONLTB 38299

Date: 2026-05-14

File Number: LTB-L-020328-26

In the matter of: 507, 3 Hickory Tree Road
Toronto ON M9N3W5

Between: Monica Ann Penner Landlords
Eric Gordon McDonald

And

Ayesha-Letisha Miller Tenants
Marlon Oshane Junior Wilson

Monica Ann Penner ('MP') and Eric Gordon McDonald (the 'Landlords') applied for an order to terminate the tenancy and evict Ayesha-Letisha Miller ('ALM') and Marlon Oshane Junior Wilson ('MW') (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on May 7, 2026. The Landlords and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the terminate on June 30, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On February 5, 2026, the Landlords gave the Tenants an N8 notice of termination deemed served February 6, 2026. The notice of termination alleges that the Tenants have persistently paid their rent late.
4. The Landlords incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlords collected a last months' rent deposit and this deposit shall be applied to the last month of the tenancy.

6. Based on the Landlords' uncontested testimony, I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 20th day of each month. The Landlords' testimony was that the Tenants paid their rent late:
- 2019 – 3 times
 - 2020 – 8 times
 - 2021 – 10 times
 - 2022 – 12 times
 - 2023 – 12 times
 - 2024 – 11 times
 - 2025 – 6 times
 - 2026 – 2 times (January and April)
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 postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act. The Landlords submit that they own only this one rental property. It has caused financial instability because they never know when the rent will be paid. They have a mortgage on the property, with bi-weekly payments, and they are forced to cover this payment with their own savings. Landlord MP is retired and lives on a government pension. The persistent late payments have had a significant impact on her ability to plan her finances.
8. MP also submits that the parties had been to the Board on a prior occasion, but because the Tenants made good efforts to pay their rent on time leading up to the hearing, the Landlords withdrew their application believing the Tenants had mended their ways. However, six months later, the Tenants again began paying rent late. She no longer has confidence that they will pay their rent on time and seeks an eviction at the end of June so the children can finish their school year.
9. The Tenants have been living in the rental unit since 2019 and have four children aged 3 to 10 years old. Tenant ALM says they are newcomers to Canada. After moving here, both here and MW, lost their mothers in consecutive years about three years earlier. Faced with funeral expenses and flights to go back home, they got behind on their rent. ALM says she is currently two years away from finishing a bachelor's degree and is working part-time. The Tenants seek a conditional order to pay their rent on time.
10. I conducted an examination of the Tenants' expenses and income. Based on this discussion, the Tenants' income exceeds their expenses by about 45%. It is not clear to me why the Tenants persist in paying their rent late, unless they have significantly underestimated their expenses.
11. ALM submitted that MW was laid off due to COVID, but he was reemployed in a secure job since 2021. MW also states that sometimes the weather affects his income as he works in the trades, which I acknowledge. However, in my view, the Tenants' income should be sufficient to sustain the periodic events which affect MW's income given the surplus the Tenants testified to.

13. I am not of the view a conditional order is appropriate in the circumstances. Even when faced with an N8 notice of termination, the Tenants still paid their rent late in April 2026. They also appear to have either sufficient income to manage their expenses or have significantly underestimated their expenditures.
14. Further, the parties had been before the Board, and the Landlords withdrew their application believing the Tenants had understood that their obligations to pay the rent on time. However, the Tenants again began paying their rent late, which in my view, demonstrates the Tenants failure to acknowledge the seriousness of the situation or a commitment to paying their rent on time going forward.
15. Further still, given the Tenants' own evidence about their income and expenses, there is no reason for them to continue to be persistently late. I acknowledge some issues affected their ability to pay their rent on time, for example the loss of parents and losing work due to Covid, but these events do not explain the late payments of rent in 2024, 2025, or 2026.
16. I also considered the MP's evidence about the impact of the lack of consistent payments have on her financial situation. Given all of the above, I am not satisfied that a conditional order is appropriate in these circumstances.
17. However, I am of the view that the Landlords' proposal to extend the termination date to June 30, 2026, is appropriate in the circumstances. This gives the Tenants an opportunity to find alternate accommodations and allows their children a chance to finish their school year without the disruption of a move.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlords 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 Landlords on or after July 1, 2026.
4. The last months' rent deposit held shall be applied to the last month of the tenancy.
5. The Tenants shall also pay to the Landlords \$201.00 for the cost of filing the application.
6. The total amount the Tenants must pay the Landlord is \$201.00.

8. If the Tenants do not pay the Landlords the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 14, 2026
Date Issued

Jane Dean
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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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 January 1, 2027 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.