



Order under Section 69 Residential Tenancies Act, 2006

Citation: Minto Multi-Residential Income Partners 1, GP Inc v Mark, 2026 ONLTB 38420

Date: 2026-05-14

File Number: LTB-L-015618-26

In the matter of: 318, 1229 MARLBOROUGH CRT
OAKVILLE ON L6H3B6

Between: Minto Multi-Residential Income Partners 1, GP Inc Landlord

And

Michella Mark Tenant

Minto Multi-Residential Income Partners 1, GP Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Michella Mark (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 5, 2026.

Only the Landlord, represented by Faith McGregor, attended the hearing.

As of 11:43 AM, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on April 30, 2026.

4. On February 13, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: in the last twelve months, the rent has been paid late twelve times.

Date Rent Due	Date Paid
March 1, 2025	July 31, 2025
April 1, 2025	July 31, 2025
May 1, 2025	July 31, 2025
June 1, 2025	July 31, 2025
July 1, 2025	July 31, 2025
August 1, 2025	September 9, 2025
September 1, 2025	September 9, 2025
October 1, 2025	October 24, 2025
November 1, 2025	NOT PAID IN FULL
December 1, 2025	NOT PAID
January 1, 2026	NOT PAID
February 1, 2026	NOT PAID

5. 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 12 times in the past 12 months.
6. Based on the monthly rent, the daily compensation is \$76.79. This amount is calculated as follows: \$2,335.77 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. The Landlord collected a rent deposit of \$2,334.60 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$16.12 is owing to the Tenant for the period from January 1, 2026 to April 30, 2026.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 30, 2026.

2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Tenant must pay the Landlord is \$186.00.
4. If the Tenant does not pay the Landlord the full amount owing on or before May 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2026 at 4.00% annually on the balance outstanding.

May 14, 2026
Date Issued

Jeanie Theoharis
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.