



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-019880-26

In the matter of: C-414-B, 3451 SCHMON PKY
THOROLD ON L2V4Y6

Between: WCP IV Student Housing LP DBA 'Parkway Lofts' Landlord

And

Elroi Halliday Tenant

WCP IV Student Housing LP DBA 'Parkway Lofts' (the 'Landlord') applied for an order to terminate the tenancy and evict Elroi Halliday (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 14, 2026.

Only the Landlord's Legal Representative, Sara Murtadha, attended the hearing.

As of 11:41 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. Therefore, the tenancy is terminated, and the Tenant must vacate the unit on or before August 22, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On March 4, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served that same day. The notice of termination alleges that for the period from September 1, 2025 to March 1, 2026, the Tenant has paid the rent late six out of seven months. During that period, the Tenant only paid the rent on time on September 1, 2025. At the hearing, the Landlord's Legal Representative confirmed that the details of the payment pattern stated in the N8 notice were correct.
4. Rent is due on the first (1st) day of each of month. However, the termination date on the N8 notice was for August 22, 2026, which would not be the end of the rental period. The Landlord's Legal Representative clarified that the parties entered into a fixed term rental agreement from August 24, 2025 to August 22, 2026. A copy of the lease agreement confirming the fixed term period was submitted as evidence at the hearing.
5. Subsection 58(1) of the *Residential Tenancies Act, 2006* ('Act') states that a landlord may give a tenant notice of termination of their tenancy if the tenant has persistently failed to pay rent on the date it becomes due and payable.
6. Subsection 44(4) of the Act states:

(4) A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date.
7. I also note that the N8 notice was served the same day as the L2 application was filed. The Landlord's Legal Representative confirmed that a Landlord Agent served the N8 notice first, then emailed the certificate of service to the Landlord's Legal Representative who then filed the application thereafter. Therefore, I am satisfied that the Tenant received the notice of termination before the application was filed, in accordance with subsection 69(1) of the Act.
8. As the termination date on the N8 notice is for the end of the fixed term period stated in the lease agreement, the notice was served more than 60 days before the termination date, and the notice was provided before the application was filed, I am satisfied the notice of termination complies with the Act.
9. The Landlord's Legal Representative stated that when the Tenant fails to pay rent on the first day of the month, the Tenant receives an email from the Landlord's online system on the second day of the month informing them that the rent is late. If there is only a partial payment made on the first of the month, then the Tenant receives a letter from the Landlord inquiring about the remaining late payment.
10. After the N8 notice was given, the Tenant has continued to pay the rent late each month. Rent for April 2026 was paid on April 6, 2026, and rent for May 2026 was paid on May 2, 2026.
11. Having considered the uncontested evidence before me, I am satisfied that the Landlord has proven 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, and, from the period of time examined in the notice of termination, the rent was paid late six out of seven months. The Tenant has continued this payment pattern since the application was filed, paying the rent late for each

subsequent month. There was no evidence to suggest any confusion as to when the rent was due, nor that the Landlord is complacent with late and/or piecemeal payments.

Daily Compensation:

12. Based on the monthly rent, the daily compensation is \$33.34. This amount is calculated as follows: $\$1,014.00 \times 12$, divided by 365 days.
13. As the termination date has not passed, there is no daily compensation owing. This portion of the application is therefore denied.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord's Legal Representative confirmed that the Tenant has paid \$160.00 towards these costs as of the date of the hearing. The Landlord is therefore entitled to the remaining \$26.00 for the costs of filing the application.
15. The Landlord collected a rent deposit of \$1,014.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.40 is owing to the Tenant for the period from August 24, 2025 to May 14, 2026.

Relief from Eviction:

16. The Landlord was not aware of any considerations under section 83 of the Act regarding the Tenant's circumstances that would lead to a possible delay or denial of eviction. The Tenant was also not present, though properly served with a notice of hearing, to provide any submissions for why or how the tenancy should be preserved.
17. Therefore, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 August 22, 2026.
2. If the unit is not vacated on or before August 22, 2026, then starting August 23, 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 August 23, 2026.
4. The Tenant shall pay to the Landlord \$26.00 for the remaining cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before August 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 23, 2026 at 4.00% annually on the balance outstanding.

May 22, 2026

Date Issued

Fotoula Hatzantonis

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 February 23, 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.