



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

File Number: LTB-L-021071-26

In the matter of: 7 Barley Trail
Stirling, ON K0K3E0

Between: Tony Maurais Landlord
Joyce Chan Maurais

And

Sarah Reid Tenant

Tony Maurais and Joyce Chan Maurais (collectively the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Reid (the 'Tenant') because the Tenant did not pay the rent owed. (L1 Application)

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent. (L2 Application)

This application was heard by videoconference on May 19, 2026.

Only the Landlord's Legal Representative, Shasta Pearson, and Landlord Joyce Chan Maurais, attended the hearing.

As of 2:02 p.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:

L1 Application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,350.40. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$77.27. This amount is calculated as follows: \$2,350.40 x 12, divided by 365 days.
5. The Tenant has paid \$6,986.80 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$4,614.00.
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 \$2,400.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$57.72 is owing to the Tenant for the period from March 28, 2025, to May 19, 2026.

Relief from Eviction – L1 Application

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including email correspondence between the Landlord and the Tenant between March 4, 2026, and May 1, 2026, which outlines an agreed upon payment plan, 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.

L2 Application

11. On February 11, 2026, the Landlord mailed the Tenant a Notice to End Tenancy at the End of the Term (N8 notice), deemed served on February 15, 2026, with a termination date set for April 30, 2026. The N8 notice claims the Tenant was at least 3 days late in paying rent for 9 out of 10 consecutive months between May 1, 2025, and February 28, 2026.
12. Rent is due monthly on the first day of the month. The payments for rent covering the period from December 1, 2025, to March 31, 2026, were paid as follows:
 - May 2025 was paid in full on May 9, 2025
 - June 2025 was paid in full on June 18, 2025
 - July 2025 was paid in full on July 31, 2025
 - August 2025 was paid in full on November 2, 2025
 - September 2025 was paid in full on November 3, 2025
 - October 2025 was paid in full on November 4, 2025
 - November 2025 was paid in full on November 29, 2025

- December 2025 was paid in full and on time.
- January 2026 was paid in full on February 12, 2026
- February 2026 was paid in full on February 12, 2026

13. Since the Tenant paid the rent late for more than 50 percent of the rental period from May 2025 to February 2026, I find that the Tenant has persistently paid the rent late.

14. Since the N8 notice was served the Tenant has paid the rent as follows:

- March 2026 was paid in full on April 1, 2026
- April 2026 was partially outstanding as of the hearing date.
- May 2026 was fully outstanding as of the hearing date.

Relief from Eviction – L2 Application

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's request for a pay-on-time order and the Tenant's payment history. Based on these considerations, I find that granting relief from eviction, subject to the conditions outlined in this order pursuant to subsections 83(1)(a) and 204(1) of the Act, would not be unfair. This relief will only apply if the Tenant voids the L1 portion of the order by paying all of the arrears and costs.

It is ordered that:

L1 Application

1. The Tenant shall pay to the Landlord \$4,800.00 for arrears of rent up to May 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment #	Payment Date (on or before)	Payment Amount	Balance
1	June 20, 2026	\$400.00	\$4,400.00
2	July 20, 2026	\$400.00	\$4,000.00
3	August 20, 2026	\$400.00	\$3,600.00
4	September 20, 2026	\$400.00	\$3,200.00
5	October 20, 2026	\$400.00	\$2,800.00
6	November 20, 2026	\$400.00	\$2,400.00
7	December 20, 2026	\$400.00	\$2,000.00

Payment #	Payment Date (on or before)	Payment Amount	Balance
8	January 20, 2027	\$400.00	\$1,600.00
9	February 20, 2027	\$400.00	\$1,200.00
10	March 20, 2027	\$400.00	\$800.00
11	April 20, 2027	\$400.00	\$400.00
12	May 20, 2027	\$400.00	\$0.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from June 1, 2026, to May 1, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

L2 Application

5. If the Tenant voids the L1 portion of the order by making the required payment in accordance with paragraph 2 above, the tenancy shall continue on the condition that the Tenant pay to the Landlord new rent on time and in full as it comes due and owing for the period from June 1, 2026, to April 1, 2028.
6. If the Tenant fails to make any one of the payments in accordance with paragraph 10 of this order, the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

May 25, 2026
Date Issued

 Ken Audziss
 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.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.