



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

File Number: LTB-L-020486-26

In the matter of: 311, 1002 LAWRENCE AVE E
NORTH YORK ON M3C1R4

Between: MONTEREY PARK INC. Landlord

And

JAYSON HENRY Tenant

MONTEREY PARK INC. (the 'Landlord') applied for an order to terminate the tenancy and evict JAYSON HENRY (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 21, 2026.

Only the Landlord's legal representative, Ashley Cassidy, attended the hearing.

As of 1:12 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, in light of the circumstances disclosed under section 83 of the *Residential Tenancies Act, 2006* (the "Act") a conditional order will issue, allowing the Tenant the chance to maintain their tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On February 24, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: the Tenant persistently paid their rent late.

Persistently Late

4. 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. The rent has been paid late 6 times in the past 19 months from August 2024 to February 2026. The Landlord's legal representative submitted that since the application was filed the Tenant continued to pay their rent late from March 2026 to May 2026. A copy of the Tenant's ledger was submitted into evidence.
5. I accept the uncontested evidence of the Landlord, and I am satisfied on a balance of probabilities, that the Tenant has persistently failed to pay the rent on the date it was due.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

7. At the hearing the Landlord was no longer seeking termination of the tenancy. The Landlord is seeking a conditional order that the Tenant pay their rent on time for a period of one year.
8. 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. I find that granting relief from eviction through a conditional order is reasonable. Such an order will minimize any prejudice to the Landlord. As termination is a remedy of last resort, I find the Tenant should be given another opportunity with a pay-on-time order.

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 the Landlord the lawful monthly rent for the month of June 2026 to June 2027 on time and in full by the first day of each corresponding month.
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 pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before June 5th, 2026 the tenant will start to owe interest. This will be simple interest calculated from June 6, 2026 at 4% annually on the balance outstanding.

May 25, 2026
Date Issued

Teresa Hunt
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.