



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-020917-26

In the matter of: 109, 1407 DUPONT ST
TORONTO ON M6H4J7

Between: DUPONT/LANSDOWNE HOLDINGS INC. Landlord

And

PAUL DAVIS Tenant

DUPONT/LANSDOWNE HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict PAUL DAVIS (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on May 21, 2026.

Only the Landlord's legal representative, Prarthana Bhat, attended the hearing.

As of 10:30 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 as of June 5, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On December 18, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: that 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 8 times in the past 8 months from May 2025 to December 2025. The Landlord's legal representative submitted that the since filing the application the Tenant paid January 2026 rent late, February rent on time, March 2026 through to May 2026 rent was paid late. The Landlord submitted a copy of the Tenant's ledger 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.

Daily compensation, NSF charges, rent deposit

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I asked the Landlord if they were aware of any circumstances that the Tenant may be experiencing that would make an eviction unfair and they were aware of none. The Tenant did not attend the hearing to provide any evidence or submission in support of granting relief from eviction.

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 June 5, 2026.
2. If the unit is not vacated on or before June 5, 2026, then starting June 6, 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 June 6, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 6, 2026 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.