



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

**File Number:** LTB-L-016921-26

**In the matter of:** 2, 128 WILSON RD S  
OSHAWA ON L1H6C1

**Between:** Jimmy Hassira Landlord

**And**

Brennen MacDonald Tenant

Jimmy Hassira (the 'Landlord') applied for an order to terminate the tenancy and evict Brennen MacDonald (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on May 7, 2026.

Only the Landlord's Representative, Amy McCue, attended the hearing.

As of 10:31 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 June 5, 2026.
2. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On February 18, 2026, the Landlord mailed the Tenant an N8 notice of termination ("N8 notice") deemed served on February 23, 2026. The notice of termination contains the following allegations: the Tenant has been persistently late in paying their rent.

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 had been paid late 11 times in the 12-month period between March 2025 and February 2026, the period covered by the N8 notice.
6. The Landlord's Representative provided that the Tenant has continued to pay rent late since the N8 notice was served.
7. Based on the uncontested evidence before me, I am satisfied that the Tenant has been persistently late in paying the rent on the date that it is due.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$975.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$168.02 is owing to the Tenant for the period from January 18, 2017, to May 7, 2026.

Relief from eviction

10. The Landlord's Representative provided that they were unaware of any circumstance of the Tenant that would support denying or delaying eviction. The Tenant did not attend the hearing to give evidence of their circumstances, or to dispute the Landlord's application. The Landlord's Representative indicated that they were hopeful the Tenant would attend so they could enter into an agreement with the Tenant but absent the Tenant's attendance, the LL was seeking termination of the tenancy.
11. Based on the Tenant's continued late payment of rent and no evidence of circumstances that would support delaying or denying eviction, 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.

**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**

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Nicole Pedron  
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.