



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

File Number: LTB-L-011987-26

In the matter of: Lower Unit, 267 MCALPINE AVE S
Welland ON L3B1T8

Between: Sylvain Demers Landlord

And

Braedon VanVeen Tenant

Sylvain Demers (the 'Landlord') applied for an order to terminate the tenancy and evict Braedon VanVeen (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on April 8, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant was in possession of the rental unit on the date the application was filed and remained in possession of the rental unit as of the hearing date.
2. On February 7, 2026, the Landlord gave the Tenant an N8 notice of termination with a termination date of April 30, 2026. The notice of termination alleges that the Tenant has been persistently late in paying the lawful monthly rent for a period of 13 months from February of 2025 to February of 2026.
3. The Tenant does not dispute that they have been persistently late in paying the lawful monthly rent. They agree that the rent is due on the first day of each month and they have been late every month for that period.
4. Since the N8 Notice was given, the Tenant has continued to pay the lawful monthly rent late because they have not been paying the increased rent starting February 1, 2026. The February rent was not paid until February 27, 2026. The March rent was paid early, but it was not fully paid because the Tenant did not pay the increased rent. April was also late because the Tenant had not paid the increased rent.
5. The Tenant was personally served with the N1 Notice of rent increase on November 2, 2025. This is in fact 90 days prior to the scheduled increase of February 1, 2026.

6. The Tenant submits that they have the ability to pay the ongoing rent in full and on time because they have a roommate that pays part of the rent and they also have banked the return of an overpaid deposit of \$1,400.00 from the Landlord. Their roommate contributes \$800.00 per month and the balance comes from the Tenant's payments from OW. They are also employed part time and plan on increasing their employment to get off of OW. They make approximately \$1,300 per month with their OW, employment and child tax credit each month, plus the \$800.00 they get from their roommate. They also receive credits to support them with their groceries and cell phone bills. The Tenant further submits that they have the funds set aside to pay any outstanding rent.
7. The Landlord was opposed to an ongoing pay on time order on the basis that the Tenant has actually been late paying rent for almost two years. Also, because the Tenant's roommate is unreliable on paying on the first of the month as the Tenant stated, and because the Landlord also has their own family and financial obligations and it has caused considerable stress to the Landlord having the rent paid late.
8. The Tenant submits that if they were evicted, it would jeopardize their status with their child and impact their childcare needs as when they are away working at night, their roommate helps support them with caring for his child. There is also limited affordable housing and he likely can't afford to pay higher rent.
9. After considering the submissions of both parties, and the fact that the Tenant does have the financial means and a back-up in place for ongoing rent payments, I find it appropriate to grant discretion to order the Tenant to pay the ongoing rent in full and on time for a period of one year. The prejudice is balanced by the fact that the Landlord has the ability to file with the Board without notice to the Tenant and without a hearing if the Tenant does not follow through with their promise.
10. To be clear, if the Tenant does not pay the full monthly rent, including the rent increase amount on or by the first day of each month, then the Landlord will have the ability to file an L4 application with the Board to request termination of the tenancy for the breach.
11. Since the Landlord incurred costs of \$186.00 to file the application, I find it appropriate to order the Tenant to reimburse the Landlord these costs. The Tenant stated they could pay these costs immediately.
12. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of twelve (12) consecutive months starting on June 1, 2026 and continuing on the first day of each month thereafter up to and including to May 1, 2027, the Tenant shall pay the lawful monthly rent on or by the first day of each 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 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 also 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 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.