



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: ONTARIO LTD. 1454037 v COOPER, 2026 ONLTB 37185

Date: 2026-05-27

File Number: LTB-L-091515-25

In the matter of: 1, 121 CONCESSION ST
CAMBRIDGE ON N1R2H2

Between: ONTARIO LTD. 1454037 Landlord

And

Adam Cooper Tenant

Ontario LTD. 1454037 (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Cooper (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.
- 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.

Ontario LTD. 1454037 (the 'Landlord') also applied for an order requiring Adam Cooper (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 15, 2026.

The Landlord's representative, Allistair Trent, and the Landlord's witness, Darlene Rehman, and the Tenant and the Tenant's representative, Barrett Beaudoin, and the Tenant's witness, William Clarke, attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the application is dismissed.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord sought to withdraw the N5 portion of the application – i.e. the request for termination of the tenancy based on wilful or negligent damage to the property.

N8 Notice of Termination – persistent late payment of rent

4. On August 19, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: 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 11 times in the past 11 months.
5. Since the N8 was served, the Tenant has paid rent on time.
6. The Tenant denied paying the rent late for all of the periods alleged in the N8 Notice. The Tenant tendered evidence of the rent payments that he sent via e-transfer to the Landlord. These were email confirmations sent from CIBC Bank to the Tenant. Upon review of the e-mail confirmations, I noted that the rent payments for June 2024, July 2024, December 2024, February 2025, March 2025, June 2025, and July 2025 were paid in full and on time.
7. The Landlord argues that the since the Tenant paid by e-transfer, the Landlord did not receive payment until after the first of the month.
8. The *Residential Tenancies Act, 2006* (the 'Act') is silent as to what 'pay' means for the purpose of section 58(1). The Act does not say if payment is complete when it is sent, or when it is received. It makes sense that both sending and receiving need to occur for the payment to be valid. The *Electronic Commerce Act, 2000*, S.A. 2000, c. 17. ('ECA') seems to support that conclusion.
9. However, it seems unfair to the tenant that they would send a bill payment through online banking to the landlord on the 1st of the month, but due to a landlord's choice of that bank, a landlord won't receive it for 1-2 days. However, a landlord's bank may give landlords notification that money is to be received.
10. In this case, I find that the Landlord had notification that the money was to be received from the Tenant as the email confirmations provided the dates that the e-transfers were sent and indicated that the funds were successfully deposited on those dates.
11. Based on the evidence provided, I am satisfied that the Tenant paid the rent late 4 times, not 11 times, which was not disputed by the Tenant.
12. The Tenant's representative argued at the hearing that in his view, four months of paying rent late does not constitute *persistent* late payment of rent.
13. Section 58(1) of the Act permits a landlord to give a tenant a notice of termination on the grounds that "The tenant has persistently failed to pay rent on the date it becomes due and payable".
14. The N8 Notice identifies only four late payments for the months of September 2024, October 2024, January 2025 and August 2025 and therefore does not establish a pattern of persistent late payments, in my view. Had the Ontario Legislature wanted subsection

58(1) of the Act to be so restrictive as the Landlord, requests that I interpret it, the Legislature could have written that a landlord could serve a notice of termination where “a tenant has failed to pay rent on two more occasions” or something similar. It did not. The Legislature used the term “persistently”, which in my view suggests a pattern of continued late payments for a time that is significant to the tenancy in question. In this tenancy, two, even three or four months of late payment are not “persistent”.

15. On this basis I find that the Landlord has not proven the allegation of persistent late payment of rent and this allegation is dismissed.

Compensation for damages

16. The Landlord’s witness, Darlene Rehman, testified that on November 1, 2024, the Tenant tampered with the lock. The Landlord testified that the Tenant was given a brand-new lock on November 1, 2024, and at the time of installation it was working. However, shortly after that on November 2, 2024, they received a call from the Tenant that the lock was not working. The Landlord called a technician from Fraser, and they found that the screw inside the locking system may be missing or removed.
17. The Tenant testified that the on November 1, 2024, the Landlord’s maintenance person attended the unit to install new locks for his front and back door. He testified that “Bill” had issues with installing the locks and but eventually he installed them and later on the Tenant left the unit to attend an appointment. He testified that he remembers checking on the front door lock and it was difficult to open, however after turning a few times he managed to close the door and leave. He then stayed over at his girlfriend’s house until he returned to the unit at approximately 1:00 p.m. the next day. He was unable to enter the unit and notified the property manager. The property manager called a locksmith from Fraser Lock to attend the unit and repair the lock. However, the Tenant managed to get the lock to work again and get inside but maintained the lock is not functioning as it should.
18. The Tenant’s witness, William Clarke, who is the maintenance personal for the Landlord testified that he received the locks from the Landlord who purchased them from Fraser Locks. He testified that on November 1, 2024, he arrived at the Tenant’s unit to install the locks, but he had issues fitting the lock through the hole. As such, he took something off the back of the lock and the screw to get it to fit into the door.
19. The Landlord did not prove that the Tenant wilfully or negligently damaged the locks on the balance of probabilities for the following reasons.
20. The Landlord was unable to provide clear and cogent evidence respecting the alleged damage to the locks. While the Landlord proffered a November 5, 2024, invoice from a company called Fraser Lock and Safe, this demonstrated that the locksmith inspected the lock and found that the backing screws for the cylinder in place were either missing or removed, it does not clearly indicate who was responsible for the missing screw. This invoice therefore did not assist the Landlord in establishing that the Tenant caused the damage.
21. This person was not called to testify, and this hearsay evidence was given no weight in light of the Tenant’s witness testimony that in order to install the lock he was required remove screws to install the lock.

22. In my view, the Landlord's evidence was insufficient to establish that the Tenant wilfully or negligently damaged the lock. The best evidence on this issue was the Tenant's uncontested evidence that when installing the lock there was issues with it and it was not functioning properly. As such, this portion of the Landlord's application claim for compensation is therefore dismissed.

It is ordered that:

1. The Landlord's L2 application is dismissed.

May 27, 2026
Date Issued

Vinuri Sivalingam
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.