



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-020455-26

In the matter of: 2, 106 HOUSTON ST
CHATHAM ON N7M 2Z8

Between: 2517584 Ontario Inc Landlord

and

Shannon St. Jean Tenant

2517584 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Shannon St. Jean (the 'Tenant') because: the Tenant did not pay the rent that the Tenant owes (L1 Application); and the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

A hearing was held by videoconference on May 19, 2026. Only the Landlord's representative, Marc Hooper, attended the hearing.

As of 11:11 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. 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. The Landlord's representative referred to the Schedule "C" attached to the tenancy agreement which confirms that the Tenant consented to receive from the Landlord notices and documents by email. I accept the Landlord's evidence that email is an accepted method of service under the tenancy agreement and find the service for the N4 and N8 notices to be valid.
2. With respect to the L1 Application, the Tenant paid the Landlord all the rent that was in arrears up to May 31, 2026. The only amount owing is the Landlord's cost of filing the application. As a result, the L1 portion of the order will be limited to costs only.

L2 Application – Persistent Late Payment of Rent

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The parties have a month-to-month tenancy. The rent is due on the 1st day of each month.
5. I find that the Landlords served the Tenant with a valid Notice to End Tenancy at the End of the Term (N8 Notice) on January 14, 2026, with a termination date of March 31, 2026.

During the hearing, the Landlords' representative referred to the N8 notice which provides a detailed breakdown of the payments made by the Tenant.

6. The evidence establishes that the Tenants paid rent late for the months of January 2025 to February 2025, May 2025 to August 2025, October 2025 to November 2025, and the rent for December 2025 and January 2026 was not paid. There are 8 late payments, and 2 nonpayment of rent set out on the notice. Therefore, based on the uncontested evidence of the Landlord, I find on a balance of probabilities, that the Tenant has persistently failed to pay rent on the date it was due.
7. Since service of the N8 notice, the Tenant has continued to pay rent late.

Relief from Eviction

8. The Landlord's representative sought a conditional order for the Tenant to pay rent on time for 12 months
9. 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. While the Landlord's uncontested evidence established that the Tenant paid rent persistently late, I find that a conditional order is appropriate in these circumstances.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant pays to the Landlord the full lawful rent owing on or before the first day of each month, commencing June 1, 2026 and continuing thereafter for twelve months (12), up to and including May 31, 2027.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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 Board without notice to the Tenant.
3. The Tenant shall pay to the Landlord \$186.00, for the cost of filing the application. If the Tenant does not pay the Landlord the full amount owing on or before June 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 8, 2026, at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenant Board

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