



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-033761-26

In the matter of: 510, 80 SCOTT ST
BRAMPTON ON L6V1S4

Between: Maebrook Scott Inc. Landlord

And

Michael Lopez Tenant

Maebrook Scott Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Lopez (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).

This application was heard by videoconference on May 25, 2026.

The Landlord's Legal Representative, Sabrina Marchionne, and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,199.83. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,199.83 x 12, divided by 365 days.
5. The Tenant has paid \$3,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$-34.39.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The parties agree that the rent arrears are paid in full and that \$151.61 remain to be paid toward the application filing fee.
9. The Landlord is requesting the Tenant pay the filing fee within 11 days from the date of the order. The Tenant would like 6 months to pay the filing fee.
10. The Tenant testified that he is having difficulty with consistent income as he is a small independent business owner. He is now caught up on his rent arrears and would like extra time to pay the filing fee.
11. The Landlord did not establish how allowing the Tenant an extended time to pay the filing fee would lead to financial hardship or prejudice on the Landlord. As such, I will delay the payment of the filing fee to August 1, 2026.

L2 Application – Persistent Late Payment of Rent

12. The Landlord served the N8 Notice of Termination (N8 Notice) on the Tenant on March 3, 2026 with a date of termination of June 30, 2026. The N8 Notice alleges the Tenant has paid the rent late each month from September 2025 up to April 2026. The rent is due on the first day of each month. Since the application has been filed, the rent due on May 1, 2026, was also paid late.
13. The Tenant does not deny that his rent was paid late on the dates alleged in the N8 Notice and for the rent that was due on May 1, 2026. As such, I am satisfied that the Tenant has persistently failed to pay the rent on the date it was due.

Relief from Eviction

14. The Landlord is not requesting an eviction order but requesting a two-year pay on time order. The Tenant does not consent to a two-year pay on time order as the Tenant feels that he still pays his rent, but that it is late and should be afforded some understanding by the Landlord as his income is inconsistent.
15. In considering both parties' submissions, I find that a 12-month pay on time order is appropriate under the circumstances and an order will follow that the Tenant pay the rent on time and in full starting July 1, 2026 up to June 1, 2027. For the month of June 2026 only, the Tenant shall pay the rent in full and on time by June 10, 2026.
16. 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:

L1 Application – Non-Payment of Rent

1. The Tenant shall pay to the Landlord \$151.61 which represents the balance owing of the application filing fee.
2. If the Tenant does not pay the Landlord the full amount owing on or before August 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 2, 2026, at 4.00% annually on the balance outstanding.

L2 Application – Persistent Late Payment of Rent

3. For the month of June 2026 only, the Tenant shall pay to the Landlord the lawful rent on or before June 10, 2026.
4. From July 1, 2026 to June 1, 2027, the Tenant shall pay the Landlord the monthly rent in full and on time on or before the first day of each consecutive month.
5. If the Tenant fails to make any of the payments in paragraphs 3 or 4 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 1, 2026
Date Issued

Paula West Oreskovich
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.