



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-032532-26

In the matter of: Unit 1, 30 EDWARD AVE
CONISTON ON P0M1M0

Between: Robert Garcia Landlord

And

Nicholas Pilote Tenant

Robert Garcia (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Pilote (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 26, 2026. Only the Landlord's legal representative, Ashley Cassidy, attended the hearing.

As of 9:37 AM, 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:

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 \$1,845.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.66. This amount is calculated as follows: \$1,845.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,690.00 to the Landlord since the application was filed.

6. The rent arrears owing to May 31, 2026 are \$1,845.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. The N8 notice of termination alleged that the Tenant paid rent late every month from November 1, 2024, to March 1, 2026, for a total of 17 consecutive months.
10. The Landlord submitted a copy of their accounting ledger relating to the Tenant's rent payments. Based on this uncontested evidence and on the balance of probabilities, I am satisfied that the Tenant has persistently failed to pay the rent on the date it was due.
11. The Landlord's legal representative submitted that since the Tenant has made no payments since the application was filed, the Tenant continues to be late in paying the rent for April and May, 2026.

Relief from Eviction

12. The Landlord's legal representative was not aware of any circumstances relating to the Tenant that would support delaying or denying eviction. With respect to the L1 application the Landlord is seeking a standard voidable order.
13. With respect to the L2 application, the Landlord's legal representative submitted that if the Tenant voids the L1 order the Landlord is agreeable to a conditional order requiring the Tenant to pay the rent on time for the next 19 months. The Landlord's legal representative submitted the length of the conditional order requested is proportionate as it matches the same number of months the Tenant has been late with payment of rent.
14. 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:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,876.00 if the payment is made on or before June 12, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 12, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 12, 2026.**
5. The Tenant shall also pay the Landlord compensation of \$60.66 per day for the use of the unit starting May 27, 2026 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before June 12, 2026, then starting June 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 13, 2026.

L2 Application – Persistent Late Payment of Rent

9. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
10. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period of July 1, 2026, through to January 1, 2028.
11. If the Tenant fails to make any of the payments in paragraph 10 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

Melissa Anjema
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 13, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 12, 2026

Rent Owing To June 30, 2026	\$7,380.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,690.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$3,876.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,267.16
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,690.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$1,763.16
Plus daily compensation owing for each day of occupation starting May 27, 2026	\$60.66 (per day)