



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

File Number: LTB-L-012581-26

In the matter of: 14 SMITH AVE
Leamington ON N8H1G1

Between: Peter Nicol Landlord

And

Nicole Suzanne Taylor Tenant

Peter Nicol (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Suzanne Taylor (the 'Tenant') because:

- 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.

This application was heard by videoconference on May 26, 2026.

The Landlord's Agent, Loire Taylor and the Landlord's Representative, Christine Joy and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 15, 2025, the Landlord gave the Tenant an N8 notice of termination by placing a copy of the document in the mailbox. The notice of termination contains a termination date of February 28, 2026. The N8 notice of termination contains the following allegations: the Tenant has been persistently late in paying the Tenant's rent for the rental period of January 1, 2025, to November 30, 2025.

4. Based on the information contained in the N8 notice of termination, the Tenant has failed to pay the rent as it came due for the period of January 1, 2025, to November 30, 2025, 11 times out of 11 months. The Tenant made late payments in January, February, March, and April 2025. The Tenant made no payments for the rental period of May 1, 2025, to October 31, 2025. The Tenant made a late payment for the month of November 2025. Essentially, the Tenant has failed to pay the rent on the date it was due 11 times in the past 11 months leading to the issuance of the N8 notice of termination.
5. The Landlord has been receiving a portion of the Tenant's rent in the amount of \$654.13 per month as of July 2025. The last payment that the Landlord received from the Tenant was on November 3, 2025, in the amount of \$2,000.00.
6. The Tenant does not dispute being persistently late in making the rental payments as claimed by the Landlord. The Tenant submits that she has been late in making rental payments because she has had a very difficult year and has resided in the unit since March 2022.
7. Based on the evidence, I find that Tenant has persistently failed to pay the rent on the date it was due.
8. The Tenant was required to pay the Landlord \$4,290.84 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026, to May 26, 2026. The Landlord was no longer seeking this compensation because the Landlord had a separate L1 application.
9. Based on the monthly rent, the daily compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. The Landlord was unaware of any circumstances requiring the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlord was not opposed to a short delay to allow the Tenant additional time to secure alternative housing.
13. The Tenant wanted to remain in the rental unit and testified to having the ability to pay the rent as it came due. The Tenant submitted that she will be receiving an increase in her monthly benefits but provided no evidence in the form of documentation to support her position.

14. Based on the evidence of parties and Tenant's income/expenses as described, I do not feel as though this is a viable tenancy moving forward. I say this because the Tenant is currently in arrears and on a limited income. This income does not allow the Tenant to make timely rental payments moving forward if she is required to pay arrears owing. Accordingly, I am mindful of the Tenant's request for an extension or delay, allowing the Tenant to secure alternative housing. I find a short delay to be reasonable given the circumstances.
15. 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 postpone the eviction until June 30, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 July 1, 2026.
4. The Tenant shall pay the Landlord compensation of \$49.32 per day for the use of the unit starting May 27, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Ilan Shingait
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 January 1, 2027, 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.