



**Order under Section 69 / 88.1 / 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-021891-26

In the matter of: 440 FRYER ST
Kingsville ON N9V2M1

Between: Contessa Bodi-Brown Landlords
Joshua Campbell

And

Melissa Decaire Tenants
Andre Poirier

Contessa Bodi-Brown and Joshua Campbell (the 'Landlords') applied for an order to terminate the tenancy and evict Melissa Decaire and Andre Poirier (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

Only the Landlord's Agent, Stacy Meloche, the Landlord's Representative, Christine Joy attended the hearing.

As of 9:57 a.m., the Tenants were 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the Tenants shall be required to comply with the following terms as provided in this order.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On December 10, 2025, the Landlords gave the Tenants an N8 notice of termination by email communication and mail, deemed served December 15, 2025. The notice of termination contains a termination date of March 7, 2026. The N8 notice of termination also contains the following allegations: the Tenants have been persistently late in paying the Tenants' rent for the rental period of September 8, 2024, to August 8, 2025.
4. Based on the evidence and information contained in the N8 notice of termination, the Tenants were late in paying the rent for the months of October 2024, November 2024, February 2025, June 2025, July 2025, and August 2025. This is a total of six late payments in a period of 12 months.
5. Based on the evidence, I am satisfied that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 8th day of each month for the period listed in the N8 notice of termination. The rent due date has been changed to the 20th day of the month as of April 2026.
6. The Tenant was required to pay the Landlord \$6,312.00 in daily compensation for use and occupation of the rental unit for the period from March 8, 2026, to May 26, 2026. I am denying the claim for daily compensation in this application because the tenancy is not being terminated. This allows the Landlords to file an L1 application if the Landlords elect to do so.
7. Based on the monthly rent, the daily compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Landlord's application also included a claim for unpaid utilities. The Landlord claimed unpaid utilities which may be subject to the Tenant's bankruptcy proceedings filed on November 13, 2025. The Landlord failed to provide a copy of the bankruptcy proceedings demonstrating what if any amount of the utilities claimed are subject to the bankruptcy proceeding and/or a stay of proceedings. The Landlord bears the burden of proof to demonstrate that the Tenant was required to pay the utilities, the Tenant failed to pay the utilities, and what if any portion of said utilities were subject to the Tenants bankruptcy. Therefore, I find it appropriate to dismiss this portion of the Landlords application without prejudice. This would allow the Landlord to refile an application for the unpaid utilities.
11. The Landlord's Agent testified that the Tenant has paid the rent for the month of March on March 20, 2026. The Tenant has not made any payments towards the rent for the months of April or May 2026.
12. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order.

13. When considering the Landlords request for the issuance of a standard order, I am mindful that the Tenants paid the rent late 6 times out of 12 at the time of the N8 notice of termination being served. Despite my finding of this being persistent late payment of rent, the 6 of 12 payments would just meet the threshold required. Therefore, I find it would be more appropriate to issue a conditional order requiring the Tenants to make timely rental payments for the duration of one year. This order will allow the Landlords the benefit of section 78 of the Act as described below.
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 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:

1. The tenancy between the Landlords and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay the lawful monthly rent in full, on or before the 20th day of each month for a period of 12 months starting June 20, 2026, through to May 20, 2027.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlords must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$186.00.
6. If the Tenants do not pay the Landlords the full amount owing on or before June 19, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 20, 2026, at 4.00% annually on the balance outstanding.

June 8, 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.