



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-019091-26

In the matter of: 609, 1401 Dupont St
Toronto ON M6H2B1

Between: Dupont/Lansdowne Holdings Inc. Landlord

And

John Barry Tenant

Dupont/Lansdowne Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict John Barry (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on May 27, 2026.

Only the Landlord's Legal Representative Lily McMillan attended the hearing.

As of 9:59 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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy continues on the condition that the Tenant pay the ongoing rent on time for a period of 12 months.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 18, 2025, the Landlord gave the Tenant an N8 notice of termination ('N8 Notice'). The notice of termination alleges that the Tenant paid the rent late 12 times in the 12-month period preceding the service of the N8 Notice.
4. Based on the uncontested submissions of the Landlord's Representative, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times in the 12-month period of January to December 2025. The Tenant continued to pay rent late each month after the N8 Notice was served up to April 2026, when he began paying on time.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord's Representative requested an order preserving the tenancy on the condition that the Tenant pay the rent on time for a period of 12 months. Given that this application would have otherwise resulted in an eviction, I find it not to 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 *Residential Tenancies Act* (2006) (the 'Act').
7. Given the issuance date of this order, I find it not to be unfair to grant a short postponement of the payment for the June 2026 rent, to ensure the Tenant is not caught unaware.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord the lawful monthly rent in full and on time as it comes due and owing on or before the first day of every month for the period July 1, 2026, to May 31, 2027. The rent for the month of June 2026 is due on or before June 7, 2026.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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 LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the \$186.00 application filing fee 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

Kate Sinipostolova
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.