



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

File Number: LTB-L-025432-26

In the matter of: 2, 1251 GARY AVE
SUDBURY ON P3A4E7

Between: Corkys Rental Properties Inc. Landlord

And

Ryan Caffery Tenant

Corkys Rental Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Caffery (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 21, 2026.

Only the Landlord's Agent, Ashton Corcoran, and the Landlord's Legal Representative, G. Gosling, attended the hearing.

As of 1:32 p.m., 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 is terminated as of June 19, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 5, 2025, the Landlord gave the Tenant an N8 notice of termination deemed served the same day.
4. The tenancy started in June 2023. The rent is due on the 1st day of each month.

5. The N8 Notice alleges persistent failure to pay rent on time from June 2024 to December 2025. It is the Landlord's uncontested evidence that the Tenant has continued to pay their rent late even after the N8 notice was served for four months out of five in 2026.
6. There is a difference between paying the rent that is due, but not on the date on which it is due (i.e., late payment of rent) and not paying the rent that due at all (i.e., failure to pay rent). While both constitute breaches of the lease by the tenant, they are conceptually different and may lead to different legal consequences. In *Tataw v. Minto Apartment Limited Partnership*, 2023 ONSC 4238 (Div. Ct.), para 14, Justice Corbett stated:

Persistent late payment of rent, and non-payment of rent, are related but distinct bases for applications before the Board. Landlords are entitled to be paid rent on time, as it falls due. Where an application is brought in respect to current arrears, if the Board finds for the landlord, the usual order is for a voidable order terminating the tenancy: if the tenant pays up the arrears and further rent accruals by a specified date, then the termination order is voided. Where the Board finds persistent late payment of rent, the Board may terminate the tenancy, or it may impose some other order – for example, for timely future payment of rent, failing which the landlord may seek a termination order.

7. It is true that an N8 notice is said to be given on the basis of persistent late payment of rent. However, strictly speaking, the *Residential Tenancies Act, 2006* (the 'Act') does not speak in those terms. Instead, Section 58(1)(1) of the Act permits a landlord to give a notice of termination where "[t]he tenant has persistently failed to pay rent on the date it becomes due and payable."
8. Based on the evidence before me, I find that the Tenant has persistently failed to pay rent on the date it became due.
9. The Tenant was required to pay the Landlord \$4,987.24 in daily compensation for use and occupation of the rental unit for the period from March 1, 2026 to May 21, 2026. The Tenant has paid all their rent that was due up to the hearing date.
10. Based on the monthly rent, the daily compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no rent deposit. There was a clerical mistake on the L2 application.
13. 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.
14. The Tenant was not present at the hearing to share evidence with respect to their circumstances. There has been no improvement in the Tenant's rent payments being late since the application was filed. I find no reason to delay or deny eviction or grant a conditional order.

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 19, 2026.
2. If the unit is not vacated on or before June 19, 2026, then starting June 20, 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 June 20, 2026.
4. The Tenant shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting June 1, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant 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

Sheena Brar
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 20, 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.