



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

File Number: LTB-L-026646-26

In the matter of: UPPER UNIT, 7622 CHOROZY ST
NIAGARA FALLS ON L2H2P1

Between: HARISH AGGARWAL Landlord

And

SKYE WHITE Tenant
MONTANA LANGLOIS-NOONAN

HARISH AGGARWAL (the 'Landlord') applied for an order to terminate the tenancy and evict SKYE WHITE and MONTANA LANGLOIS-NOONAN (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on May 19, 2026.

The Landlord, the Landlord's Legal Representative, Petar Guzina, 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. Therefore, the tenancy is terminated as of July 31, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue: Adjournment Request Denied

3. At the outset of the hearing, the Tenant requested an adjournment to complete maintenance for the backyard. The Tenant previously received an N5 notice of termination and thought that the hearing was in relation to those allegations.
4. The Landlord opposed the adjournment as the hearing was for persistent lateness, not damages.
5. I denied the adjournment request. I was satisfied that the Tenant had adequate notice of this hearing and adequate time to prepare for it. The notice of termination was served on

February 25, 2026 and the Notice of Hearing was mailed on March 31, 2026. The Tenant had approximately 6 weeks to prepare for the hearing.

6. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.
7. As a result, I denied the adjournment request and continued the hearing.

N8 Notice of Termination:

8. On March 25, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleged that the Tenant had paid rent late 8 times from May 2025 to March 2026. The Tenant did not dispute that rent payments were either late or not paid at all during this time period.
9. I am satisfied on a balance of probabilities that the Landlord has established 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 8 times from May 2025 to March 2026.

Section 83 Considerations:

10. The Tenant testified that she originally rented the unit with her partner, but he was arrested in July 2025 for assault and he is still incarcerated. The Tenant testified that she is completing her post secondary education and she receives funding through the Ontario Student Assistance Program (OSAP), which she used in December 2025 to pay the rent arrears from August 2025 to December 2025 and she used to pay January 2026 rent on time. The Tenant further testified that she is expecting to receive more OSAP funding at the end of May 2026 and she will use that to pay the current rent arrears and pay rent for the next 6 months. The Tenant did not provide any documentary evidence to support her assertion she will be receiving further OSAP funding or the amount.
11. The Tenant testified that her monthly income is \$3,700.00 from the child tax benefit, and without the OSAP funding, her monthly expenses exceed her income by approximately \$1,800.00.
12. The Tenant testified that she has 5 children, ages 3 months, 15 months, two 3-year-olds, and a 7-year-old, and they live with her full-time. The Tenant further testified that if she is evicted that she would need a delay until the end of July.
13. The Landlord testified he bought this house during the pandemic as an investment, and he struggled to pay the mortgage last year when the Tenant stopped paying rent as this is the only property he owns. The Landlord did not provide any documentary evidence to support his assertion. The Landlord further testified that the rent arrears from August to December 2025 were paid in accordance with a voidable L1 order. The Landlord also testified that the Tenant stopped paying rent again in February 2026 and did not pay any rent after the N8 notice was served. The Landlord testified he does not think the tenancy is viable as the Tenant does not have the ability to pay rent and there is no guarantee of OSAP funding.

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 postpone the eviction until July 31, 2026 pursuant to subsection 83(1)(b) of the Act.
15. I accept the Tenant's evidence that she will be impacted by an eviction, however, the Tenant has not provided any evidence on how she would ensure she pays rent on time, and the Tenant failed to pay rent from February 2026 until the hearing date after receiving the N8 notice. The Tenancy started in May 2025, and the Tenant has paid rent late 10 times in a 13-month period. I do note that arrears for at least some of these months were addressed by way of a voidable L1 order, which the Tenant successfully voided.
16. While the Tenant stated she goes back to school at the end of May 2026 and she will be getting OSAP, she has not provided any documentary evidence to support this claim, and when the Tenant no longer receives OSAP, she will likely fall back into arrears as her monthly income is insufficient for her monthly expenses, which she has done twice in the relatively short tenancy. I am satisfied that a short delay in eviction to July 31, 2026 would not be unfair to allow the Tenant to find alternative accommodations. However, a longer delay would be unfair in these circumstances.

Rent Deposit:

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$2,690.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$58.04 is owing to the Tenant for the period from May 10, 2025 to May 19, 2026.
19. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

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 July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.
4. The Tenant owes the Landlord \$186.00 for the cost of filing the application.
5. The Landlord owes the Tenant \$2,748.04 for the rent deposit and interest on the rent deposit.
6. The total amount the Landlord must pay the Tenant is \$2,562.04.

7. If the Landlord does not pay the Tenant the full amount owing on or before July 31, 2026, the Landlord will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 3, 2026
Date Issued

Allana McComb
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 February 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.