



Order under Section 69 Residential Tenancies Act, 2006

Citation: Esmail v Caughill, 2026 ONLTB 43992

Date: 2026-06-04

File Number: LTB-L-014628-26

In the matter of: 4913 FLYNN CRT
NIAGARA FALLS ON L2E3Z5

Between: Ludmila Esmail Landlord

And

Tyler Caughill Tenant

Ludmila Esmail (the 'Landlord') applied for an order to terminate the tenancy and evict Tyler Caughill (the 'Tenant') because:

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

This application was heard by videoconference on May 4, 2026.

Only the Landlord Ludmila Esmail attended the hearing.

As of 9:45 a.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 a conditional order is issued.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 7, 2025, the Landlord gave the Tenant an N8 notice of termination with a termination date of January 31, 2026 (the 'N8 Notice'). The N8 Notice alleges that the Tenant has persistently failed to pay his rent on time from January 2025 to November 2025.

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 11 times in the 11 months preceding the notice, showing a clear pattern of a failure to pay rent on time.
5. Since the N8 Notice was served, rent was also paid late in December 2025, January 2026, and February 2026. Since March 2026, however, payments have been made on time, pursuant to the consent agreement in LTB-L-098796-25.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. 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.
8. The Landlord testified about the impact of the Tenant's failure to pay rent on time on an ongoing basis. In particular, she testified that she is having to use other resources to pay for the carrying costs of the unit to compensate for the inconsistent rental income.
9. The Landlord also testified that the Tenant has previously failed to comply with a conditional order relating to an N5 Notice of Termination served by the Landlord: LTB-L-060075-23. The Landlord's position is that the Tenant has shown a disregard for Board orders, and the tenancy should be terminated. I note that no order establishing a breach of the cited conditional order was presented at the hearing.
10. The Landlord also testified that she was contacted by the Tenant's mother, who informed her that the Tenant was in the hospital. However, she was also told by a neighbour that the Tenant was incarcerated. She clarified that she was unsure of the Tenant's true circumstances.
11. Since the parties negotiated a resolution of LTB-L-098796-25 that included a requirement to pay rent in full and on time, the Landlord's evidence is that the Tenant has met this commitment. This effectively resolves the point at issue in this application. As such, in my view, a concurrent 12-month conditional order requiring on-time payment of the rent regardless of whether any arrears discussed in LTB-L-098796-25 are outstanding is appropriate. This approach balances the Landlord's interest in timely payment of the arrears with the Tenant's interest in preserving the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. From July 1, 2026, to June 30, 2027, the Tenant shall pay their rent in full on or before the date it comes due.
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 pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Jeremy Henderson
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.