



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

File Number: LTB-L-027126-26

In the matter of: 206, 112 BASE LINE RD W
LONDON ON N6J1V4

Between: Boardwalk General Partnership Landlord

And

Sabina La Rue Tenant

Boardwalk General Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Sabina La Rue (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 June 1, 2026.

Only the Landlord's Agents, Tzuying (Nancy) Peng and Anlly Gallego attended the hearing.

As of 9:38 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 and the claim for compensation in the application. Therefore, the tenancy will be terminated
2. The Tenant was in possession of the rental unit on the date the application was filed.

Tenants Notice to Vacate

3. On April 7, 2026, the Tenant provided the Landlord with a signed notice to vacate their rental unit on June 1, 2026. The Landlord accepted the notice, despite not being provided

with 60 days notice in accordance with the Act. The Landlord's Agent states that the Tenant has not returned the keys yet and remains in possession of the rental unit.

N8 Notice of Termination

4. On March 20, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on March 20, 2026. The notice of termination contains the following allegations:

"As per the lease agreement, rent is due in full on the 1st of every month. The tenancy has shown a pattern of late payments over the past several months: June 12, 2025; July 10, 2025; September 4, 2025; October 16, 2025; November 13, 2025; January 8, 2026; February 5, 2026; and March 5, 2026."

Persistently Late

5. The Landlord served a notice of termination under section 58(1). This section sets out the following:

58(1) A Landlord may give a Tenant a notice of termination of their tenancy on any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
6. 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 8 times in the past 9 months.
 7. Since filing the application, the Landlord has not received any rent payment from the Tenant.

Filing Fee, Daily Compensation, Rent Deposit

8. The Tenant is required to pay the Landlord \$56.16 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026, to June 1, 2026.
9. Based on the monthly rent, the daily compensation is \$56.16. This amount is calculated as follows: \$1,708.25 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,449.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$33.10 is owing to the Tenant for the period from May 1, 2025, to June 1, 2026.
12. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from Eviction

13. 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. The Tenant provided notice that he intends to vacate the unit on June 1, 2026. Although they did not attend the hearing to confirm that they will be vacating the unit today, I have no reason to doubt their intention to vacate based on the signed notice to terminate their tenancy which was uploaded by the Landlord. The evidence before me is that terminating the tenancy is precisely what the Tenant wants, and therefore, I will not be granting relief from termination.

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 21, 2026.
2. If the unit is not vacated on or before June 21, 2026, then starting June 22, 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 22, 2026.
4. The Tenant shall pay to the Landlord \$56.16, which represents compensation for the use of the unit from June 1, 2026, to June 1, 2026.
5. The Tenant shall also pay the Landlord compensation of \$56.16 per day for the use of the unit starting June 2, 2026, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,482.10 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,239.94.
9. However, the Landlord is authorized to deduct from amount owing to the Tenant \$56.16 per day for compensation for the use of the unit starting June 2, 2026, to the date the Tenant moves out of the unit.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 10, 2026
Date Issued

Chris Hall
 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 22, 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.