



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

File Number: LTB-L-014163-26

In the matter of: upper unit, 56 GOLDEN AVE
SOUTH PORCUPINE ON P0N1H0

Between: Brian Gutcher Landlord

And

Jennifer Russell Tenants
Matthew Pettigrew

Brian Gutcher (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Russell and Matthew Pettigrew (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 30, 2026.

Only the Landlord attended the hearing.

As of 10:41 a.m., the Tenants were 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. The Tenants were in possession of the rental unit on the date the application was filed.
2. On February 5, 2026, the Landlord gave the Tenants an N8 notice of termination with a termination date of April 30, 2026. The notice of termination alleges that for the period from July 2025 to January 2026, the Tenants did not pay the rent on the day it was due seven months of the seven-month period outlined in the notice.
3. The monthly rent is \$1,100.00. Pursuant to a verbal agreement between the Landlord and the Tenants, the Tenants were required to pay one-half of the monthly rent on the first day of each month and the remaining one-half on the fifteenth day of each month.

4. Based on the uncontested testimony of the Landlord and the Landlord's rent ledger, the Tenants have persistently failed to pay the rent on the dates it was due. The evidence demonstrates that, notwithstanding the agreed-upon due dates for the partial rent payments, the Tenants made late payments each month as set out in the Landlord's ledger, with delays ranging from several days to weeks.
5. The Landlord testified that since the N8 Notice of termination was served the Tenants have paid their rent on time every month as per the partial payment agreement.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.
8. 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.
9. The Landlord sought a conditional order, requiring the Tenants to pay the rent on the day it comes due as per the payment arrangements for a period of one year.
10. I was satisfied in granting the Landlord's request as a conditional order would provide an opportunity for the Tenants to salvage the tenancy; with the alternative resulting in terminating the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay the monthly rent to the Landlord for the period from June 2026 through May 2027. For each month during that period, one-half of the monthly rent shall be due and payable on the first day of the month, and the remaining one-half shall be due and payable on the fifteenth day of the same month.
3. If the Tenants 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 Tenants. 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 Tenants.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before June 20, 2026,

the Tenants will start to owe interest. This will be simple interest calculated from June 21, 2026 at 4.00% annually on the balance outstanding.

June 9, 2026
Date Issued

Christina Philp
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.