



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

File Number: LTB-L-026531-26

In the matter of: 107, 3940 DORCHESTER RD
NIAGARA FALLS ON L2J4J1

Between: Lutheran Homes Niagara Non-Profit Housing Landlord

And

Leon Gates-Jarvis Tenant

Lutheran Homes Niagara Non-Profit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Leon Gates-Jarvis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application) and because the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on June 3, 2026.

Only the Landlord's Agent MaryAnne Pynappels and the Landlord's Representative, Judith Callender, attended the hearing.

As of 2:06 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:

L1 Application: Non-Payment of Rent

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,118.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.76. This amount is calculated as follows: \$1,118.00 x 12, divided by 365 days.

5. The Tenant has paid \$3,240.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$1,052.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application: Persistent Late Payment of Rent

9. On March 10, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on March 10th, 2026. The notice of termination contains the following allegations:
 - The tenant failed to pay the rent in full and on time for each and every month from March 1, 2025 to March 1, 2026.
10. At the hearing, the Landlord's Agent testified that the tenant failed to pay the rent in full and on time as outlined in the N8 Notice of Termination. Based on the uncontested evidence before me, I find 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 and the rent has been paid late 13 times in the past 13 months.

Relief from Eviction

11. 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. Having considered the length of the tenancy, that the Landlord did not advise there was a prior N8 Notice of Termination, and that the Tenant resides in social housing, I find that it would not be unreasonable to provide the Tenant one last opportunity to preserve their housing. If the Tenant voids the L1 portion of this Order, they will be ordered to pay their monthly rent in full and on time for a 12 month period. The prejudice to the Landlord is reduced by granting a conditional order that permits them to return to the Board, without notice to the Tenant, in the event that this Order is breached.

It is ordered that:

L1 Application: Non-payment of Rent

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. If the order is not voided, the Tenant must move out of the rental unit on or before June 30, 2026.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$1,238.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**
5. If the Tenant **does not void the order**, the Tenant shall pay to the Landlord \$230.28. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$36.76 per day for the use of the unit starting June 4, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant **does not pay the Landlord the full amount owing** on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 July 1, 2026.

L2 Application: Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of this order in accordance with paragraph 2 above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period July 1, 2026 to June 1, 2027.
12. If The Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 8, 2026
Date Issued

Elizabeth Garofalo
Member, Landlord and Tenant Board

Nicola Mulima
Vice Chair, 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 expires on January 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$4,292.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,240.00
Total the Tenant must pay to continue the tenancy	\$1,238.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$3,284.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,240.00
Total amount owing to the Landlord	\$230.28
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$36.76 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	