



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

File Number: LTB-L-030025-26

In the matter of: 311, 1177 BLOOR ST
MISSISSAUGA ON L4Y2N9

Between: Applewood on the Park Holdings Inc c/o Landlord
Quadreal Residential Properties G.P. Inc

And

Lynda Pearce Tenant

Applewood on the Park Holdings Inc c/o Quadreal Residential Properties G.P. Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Lynda Pearce (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 3, 2026.

Only the Landlord's representative, Faith McGregor, attended the hearing.

As of 9:40 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 Tenant must vacate the rental unit by June 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On March 30, 2026, the Landlord gave the Tenant an N8 notice of termination with the termination date of June 30, 2026. The notice of termination contains the following

allegations: the Tenant has paid their rent late 12 out of 12 times from April 1, 2025 to March 31, 2026.

Persistently Late

4. 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 12 times in the past 12 months from April 1, 2026 to March 31, 2026. The Tenant's payment history during this period is as follows: April 2025 rent was paid by May 1, 2025; May 2025 rent was paid by June 16, 2025; June 2025 rent was paid by July 2, 2025; July 2025 rent was paid by August 12, 2025; August 2025 rent was paid by September 8, 2025; September 2025 rent was paid by October 8, 2025; October 2025 rent was paid by November 8, 2025; November 2025 rent was paid by November 8, 2025; December 2025 rent was not paid in full; January 2026 rent was not paid in full; February 2026 rent was not paid in full; and March 2026 rent was not paid in full.
5. Since the filing of the application, the Tenant has not made any payment toward rent for April 2026, May 2026, and June 2026. Therefore, I find the Tenant has persistently paid their rent late as they have paid their rent late 15 out of 15 times from April 1, 2025 to June 30, 2026.

Daily compensation, NSF charges, rent deposit

6. Based on the monthly rent, the daily compensation is \$56.62. This amount is calculated as follows: \$1,722.11 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,629.11 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$14.43 is owing to the Tenant for the period from January 1, 2026 to June 3, 2026.
9. 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

10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 30, 2026.

2. 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.
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 July 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$56.62 per day for the use of the unit starting July 1, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$186.00.
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.

June 17, 2026
Date Issued

Vishal Nanda
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 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.