



**Order under Subsection 74(2) & 69
Residential Tenancies Act, 2006**

File Number: LTB-L-037467-26

In the matter of: 6, 110 YORK ST
CORNWALL ON K6J3Y8

Between: Aplus Management Landlords
Diego Delgado

And

Carl Mitchell Tenant

Aplus Management and Diego Delgado (the 'Landlords') applied for an order to terminate the tenancy and evict Carl Mitchell (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes. (L1 Application).
- the Tenant has been persistently late in paying the Tenant's rent. (L2 Application).

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on June 9, 2026.

The Landlord's Legal Representative, James Moak attended the hearing.

The Landlord, Alain Billard attended the hearing.

The Tenant was present at time of sign in with the moderator, however, was not present at the time of hearing.

Preliminary Issue:

1. I was present in the main session when the Tenant signed into the hearing room. The Tenant was raising his voice and not cooperating with the moderator and was being extremely rude to the moderator. As the moderator was having a difficult time controlling the Tenants behaviour, I turned on my camera and tried to address the Tenant. I asked him to refrain from that type of behaviour and suggested that he take five minutes to compose himself and return after that time. His behaviour continued with myself, and the attendance process needed to continue, and the Tenant would not follow instructions, so I asked the moderator to place him on mute.

2. When the matter was called in my hearing room, I was advised from the Landlord's Legal Representative that the Tenant was no longer present and had disconnected from the hearing. He also stated that Tenant Duty Counsel from Cornwall had tried to assist the Tenant, and he had hung up on them.
3. I confirmed with the moderator that this was the case.
4. The matter proceeded in the absence of the Tenant. There was no indication the Tenant had been disconnected due to technical issues. He had disconnected at approximately 1:50 pm from the hearing. I checked my emails to ensure that there was not an email from staff that the Tenant had called in and was experiencing technical difficulties.
5. As a result, the hearing proceeded with only the Landlord's evidence.

L1 Application

6. The Landlord's Legal Representative advised the LTB that prior to the hearing the Tenant paid all the rent that was in arrears and all additional rent that would have been due under the tenancy agreement for the period ending May 31, 2026, and the filing fee.

L2 Application:

7. As explained below, the Landlord's have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, a conditional order will be issued.
8. The Tenant was in possession of the rental unit on the date the application was filed.
9. On April 7, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges the Tenant has been persistently late in paying the Tenants rent.
10. 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. At the time of service of the N8 notice the Tenant has paid the rent late for the period of December 2025 to April 2026.
11. Since the L2 was filed, the Tenant has failed to pay the rent on time each month.
12. I accept the uncontested testimony and evidence of the Landlords, and I am satisfied, on a balance of probabilities, that the Tenant has persistently failed to pay the rent on the date it was due.

13. As the application was discontinued and the applications were filed together for a total filing fee of \$186.00, I do not find the application filing should be awarded in this circumstance.

Section 83

14. 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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Landlord's uncontested evidence established that the Tenant persistently paid late however, the Tenant has made an effort to preserve his tenancy by paying his arrears, and the L1 is being discontinued as a result. I find that a pay-on-time order is appropriate in these circumstances. As termination is a remedy of last resort, I find the Tenant should be given another opportunity with a pay-on-time order

It is ordered that:

1. The Landlord's application for an order terminating the tenancy and evicting the Tenant based upon arrears of rent is discontinued.
2. The tenancy between the Landlord's and the Tenant continues if the Tenant meets the conditions set out below:
 - a. The Tenant shall pay their lawful monthly rent to the Landlord's in full and on time on or before the 1st day each and every month for the twelve (12) consecutive months commencing July 1, 2026, through to and including June 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2(a) of this order, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlords 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.

June 18, 2026
Date Issued

Trish Carson

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.