



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014502-26

In the matter of: Apt 2, 272 HAMILTON RD
LONDON ON N5Z1R3

Between: Terry Vardas Landlord

And

Amberly Rutherford Tenant
Tyler Lacourse

Terry Vardas (the 'Landlord') applied for an order to terminate the tenancy and evict Amberly Rutherford and Tyler Lacourse (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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 April 29, 2026.

The Landlord, the Landlord's Representative, Carmen Dawdy, and the Tenant, Amberly Rutherford attended the hearing.

Determinations:

N8 Notice of Termination

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy based on the N8 notice of termination. However, I will be exercising my discretion under s. 83 of the Act to provide the Tenant with relief from eviction.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On February 9, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on February 9, 2026. The notice of termination contains the following allegations:

"The rent is due on the first of the month. The tenants have failed to make payments since June 16, 2025, this payment was indicated to be payment for May's rent. Being nine (9) months in arrears of rent, the tenants have met the burden of being persistently late."

4. On an application alleging persistent late payment of rent, I must determine whether the tenant persistently failed to pay rent on the date it becomes due and payable. That involves considering the entire payment pattern, including months in which the tenant paid the rent late as well as any months in which the tenant failed to pay the rent.

Persistently Late

5. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1 day of each month. As of the date of this hearing, the rent has not been paid in full on the date it is due 10 times in the past 10 months.

Rent payments not being accepted

6. The Tenants testified that the rent has not been paid because the Landlord has refused to accept the rent. The Tenant states that they had the rent payments ready for the Landlord every month, and he would refuse to accept the payment. Under cross-examination, they acknowledge that the Landlord's Representative, Carmen Dawdy, attempted to collect the rent on behalf of their client. The Tenant failed to make any payment to the Landlord's Representative because they believed that Ms. Dawdy was not authorized to collect the rent on behalf of the Landlord. The Tenant states they sought clarification from the Board before making any payments to the Landlord's Representative. As the Tenant made their rent payments in cash each month, I understand to a certain degree their skepticism to handing a lump sum of cash to someone that is not their landlord.

Landlord is entitled to have agent collect rent on their behalf

7. For the purposes of ongoing rent payments, the Landlord is entitled to have an agent collect the rent on their behalf. In this case, this would be Ms. Dawdy, as the Landlord has instructed. The Tenants shall make their rent payments to the Landlord, or their agent, if advised to do so.

Relief from Eviction

8. The Tenant states that they can make all future rent payments on time and in full. I am satisfied by their testimony and commitment to preserving their tenancy. This is a long-standing tenancy of approximately 20 years. The Tenant testified that they are on social assistance and collect a limited fixed income. They have canvassed the area for comparable rental units and would not be able to afford anything that is currently on the market.
9. I have considered all 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. I find it appropriate to order the tenancy be preserved on

the strict conditions that the Tenant pays their rent in full, on or before the first of each month.

N12 Notice of Termination

10. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy based on an N12 notice of termination.

Landlord's Own Use

11. On February 9, 2026, the Landlord gave the Tenant an N12 notice of termination deemed served on February 9, 2026, with the termination date of April 30, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by himself and his spouse.

12. Pursuant to section 48 of the Act:

(1) A landlord may, by notice, terminate a tenancy if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by,

- (a) the landlord; and
- (b) the landlord's spouse.

(2) The date for termination specified in the notice shall be at least 60 days after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

13. The main issue to be determined on this application is whether the Landlord has satisfied the "good faith" requirement in s. 48(1) of the Act.

14. The Landlord has not proven that they in good faith require possession of the rental unit for the purposes of residential occupation by the Landlord and their spouse for a period of at least one year.

15. The Landlord filed a declaration stating that he is currently using the main unit of the house as an office for his painting business. He also did not include a declaration from his spouse, who was indicated on the N12 notice as someone that he required the unit for.

16. The Landlord testified that it is a two-story house with two residential units; he lives in the main floor unit, and the Tenants live in the upstairs unit. When asked why he needs the unit for himself and his spouse, he stated that he is retiring, doesn't want to be a landlord anymore and wants to use the upstairs of the house for grand children, and for visitors from Europe. He also testified that he would be using one bedroom in the upstairs unit for his business. He clarified that he is not retiring from work, but that he just wants to retire from being a landlord.

17. Under cross-examination, the Landlord confirmed that his spouse would not be occupying the rental unit due to having mobility issues and not being able to use the stairs to access it.
18. I find that the Landlord has not provided clear and consistent evidence that I can rely on, on a balance of probabilities, to find that he has made this application in good faith. By his own admission, he requires the rental unit only for his guests and his home office. His wife does not intend to use it at all. Accordingly, I was not persuaded either he or his spouse intended to occupy the unit for residential purposes. Instead, I find it more probable than not that the Landlord is simply tired of having to meet the regulated obligations of being a Landlord in Ontario. I am not satisfied that there is a true intention to occupy the rental unit for residential purposes. Therefore, I am dismissing the N12 notice of termination.

One month compensation

19. The Landlord has compensated the Tenant an amount equal to one month's rent by April 30, 2026. The Tenant shall return the one-month compensation to the Landlord.

Filing Fee, Rent Deposit

20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of 12 months from the date of this order, the Tenant shall pay their rent in full, on or before the first day of each month.
3. If the Tenant 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 Tenant. 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 Tenant.
4. The Tenant shall pay to the Landlord \$625.00 which represents the one-month compensation paid by the Landlord.
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 \$811.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 22, 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 13, 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.