



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rocca v Daigle, 2026 ONLTB 47865

Date: 2026-06-24

File Number: LTB-L-025565-26

In the matter of: apt 2/upstairs unit, 807 LAWSON ST
SUDBURY ON P3E4H4

Between: Natalie Rocca Landlord

And

Sadie Daigle Tenants
Christopher Fortin

Natalie Rocca (the 'Landlord') applied for an order to terminate the tenancy and evict Sadie Daigle and Christopher Fortin (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 June 2, 2026.

The Landlord and the Tenants attended the hearing.

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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On March 16, 2026, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains details related to when the Tenants paid rent for the period from January 2025 to March 2026.
4. The Tenants have 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 14 times in the past 15 months. The payments were paid as follows:

1. January 2025	paid January 15, 2025
2. February 2025	paid February 13, 2025
3. March 2025	paid February 28, 2025 (on time)
4. April 2025	paid April 4, 2025
5. May 2025	paid May 15, 2025
6. June 2025	paid June 5, 2025
7. July 2025	paid July 18, 2025
8. August 2025	paid August 15, 2025
9. September 2025	paid September 11, 2025
10. October 2025	paid October 11, 2025
11. November 2025	paid November 7, 2025
12. December 2025	paid December 5, 2025
13. January 2026	paid January 3, 2026
14. February 2026	paid February 13, 2026
15. March 2026	paid March 13, 2026

5. Since the issuance of the notice of termination, April 2026 rent was paid April 15, 2026, May 2026 rent was paid May 15, 2026, and June 2026 rent has a balance outstanding. The Landlord acknowledged that a partial payment for June 2026 rent was paid.
6. Based on the monthly rent, the daily compensation is \$58.63. This amount is calculated as follows: \$1,783.25 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 \$1,650.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$130.54 is owing to the Tenants for the period from January 13, 2023 to June 2, 2026.
9. The Tenants live there with their two young children. They have resided there for approximately three years, and have established a connection with their community, including the children attending school down the road. One Tenants' employment is seasonal, which has contributed to the late payment of rent. However, starting July 1st, the Tenants assert they will be able to pay rent on the first of each month. 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.

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 lawful rent on time and in full for the period from July 2026, through to and including June 2027.

3. If the Tenants fail 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 also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenants must pay the Landlord is \$186.00.
6. If the Tenants do not pay the Landlord the full amount owing on or before July 5, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.

June 24, 2026
Date Issued

Jeanie Theoharis
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 6, 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.