



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2714962 ONTARIO LTD. v JORGE, 2026 ONLTB 47930

Date: 2026-06-19

File Number: LTB-L-026100-26

In the matter of: 303, 2353 HURONTARIO ST
MISSISSAUGA ON L5A2E8

Between: 2714962 ONTARIO LTD. Landlord

And

JOSE JORGE Tenant

2714962 ONTARIO LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict JOSE JORGE (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 2, 2026.

The Landlord, represented by Jamuna Bhatnagar, the Tenant, and the Tenant's representative Shaun D. Harvey, 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 Tenant was in possession of the rental unit on the date the application was filed.
3. On March 18, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination indicates that the reason for the notice is that the Tenant has been persistently late in paying their rent. The notice contains the following information related to their monthly payment of rent:

Rent is due on the FIRST of the month; you have been persistently late in making your rent payments as set out below:

- a. In April 2025, your rent was due on the first; you paid your rent in full on April 11, 2025.
- b. In May 2025, your rent was due on the first; you paid your rent in full on May 9, 2025.
- c. In June 2025, your rent was due on the first; you paid your rent in full on June 9, 2025.
- d. In July 2025, your rent was due on the first; you paid your rent in full on July 7, 2025.
- e. In August 2025, your rent was due on the first; you paid your rent in full on August 5, 2025.
- f. In September 2025, your rent was due on the first; you paid your rent in full on September 2, 2025.
- g. In October 2025, your rent was due on the first; you paid your rent in full on October 14, 2025.
- h. In November 2025, your rent was due on the first; you paid your rent in full on November 13, 2025.
- i. In December 2025, your rent was due on the first; you paid your rent in full on December 24, 2025.
- j. In January 2026, your rent was due on the first; you paid your rent in full on January 9, 2026.
- k. In February 2026, your rent was due on the first; you paid your rent in full on February 13, 2026.
- l. In March 2026, your rent was due on the first; you paid your rent in full on March 9, 2026.

As a result of the information outlined above, your rent has been late twelve (12) out of the last twelve (12) months thus you are persistently late with your rent payments.

- 4. The Tenant claimed the notice was invalid because it did not provide enough detail to permit a Tenant to respond. I find the notice is valid. The issue to be determined relates to whether the Tenant paid rent by the first of each month. The Landlord noted that the rent was due on the first and the date upon which they received full payment of rent for each period. The information contained on the notice of termination is sufficient to permit a

Tenant to know the reason for the notice of termination and be able to respond to the notice so as to determine whether the rent was paid on time and in full. I find that the notice has sufficient detail and is not invalid.

5. 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 11 times in the past 12. I do note that rent was paid on September 2, 2025, and that September 1, 2025, was a holiday.
6. Following the issuance of the notice of termination, rent has come due for April, May and June 2026, and rent has been paid on the first of the month for each of these rental periods.
7. The Tenant was required to pay the Landlord \$69.48 in daily compensation for use and occupation of the rental unit for the period from June 1, 2026 to June 2, 2026.
8. Based on the monthly rent, the daily compensation is \$34.74. This amount is calculated as follows: \$1,056.80 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$871.96 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$105.78 is owing to the Tenant for the period from November 1, 2019 to June 2, 2026.
11. This is a long term tenancy with a long established connection to the community. Since being served the notice of termination, the Tenant has paid rent on time. The Landlord agreed to a conditional order given the efforts to pay on time and the relationship with the Tenant. The preservation of this tenancy is reasonable. 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 Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay rent on time and in full for a period of 9 months commencing July 1, 2026, through to and including March 1, 2027.
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 also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.

6. 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 19, 2026
Date Issued

Jeanie Theoharis
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.