



**Amended Order  
Order under Section 69  
Residential Tenancies Act, 2006  
And section 21.1 of the Statutory Powers Procedure Act**

**Citation:** Srigley v Brown, 2026 ONLTB 46705

**Date:** 2026-06-18

**File Number:** LTB-L-007149-26-AM

**In the matter of:** 5 Grapeview Drive  
St. Catharines ON L2S2W4

**Between:** Laila Srigley Landlord

**And**

Shawneen Brown Tenants  
Desron Phillips

Laila Srigley (the 'Landlord') applied for an order to terminate the tenancy and evict Shawneen Brown and Desron Phillips (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 April 20, 2026. The Landlord's Legal Representative, Dongmei Luo, the Tenants, and the Tenants' witness Lydia Ip, attended the hearing.

**This amended order is issued to correct a clerical error in the order issued on June 15, 2026.**

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, after having regard to the circumstances, the Tenancy shall continue provided that the Tenants comply with the conditions ordered below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On January 26, 2026, the Landlord gave the Tenants an N8 notice of termination, deemed served on January 27, 2026, with a termination date of April 14, 2026 (the 'N8 Notice'). The N8 notice alleges that the Tenants have failed to pay the rent when it is due and payable seven times from January to September 2025.

Persistently Late

4. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 15th day of each month. The Tenants did not pay the rent on the date that it was due and payable for the months of January, February, April, June, July, August, and September 2025.
5. It was the Landlord's evidence that there was no agreement for the Tenants to pay the rent late these months and that the Landlord sent the Tenants text messages asking about the rent. In response, the Landlord would receive promises to pay that did not come to fruition.
6. It was also the Landlord's evidence that the Tenants continued to be late after the N8 Notice was served. In this regard, the rent for February, March and April 2026 was late.
7. The Tenants did not dispute that they paid the rent late as set out in the N8 Notice. It was the Tenants' evidence that they have struggled to pay the rent in full and on time due to financial hardship they experienced. Specifically, they experienced job loss and change since the lease was signed and one of the Tenants fell victim to a financial scam and lost thousands of dollars.
8. Based on the evidence and submissions provided, I find that the Tenants have persistently failed to pay the rent on the date that it is due as set out in the N8 Notice.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction / Section 83 of the Act

10. The Landlord's Legal Representative requested termination and it was submitted that the Landlord relies on the timely payment of the rent in order to meet their financial obligations such as the mortgage payment for the property.
11. The Tenants were opposed to termination of the tenancy and were of the view that they could comply with a conditional order requiring them to pay the rent in full and on time.
12. It was the Tenants' evidence that they would be negatively impacted if evicted as their child has special needs and is currently enrolled in school. If evicted, they believed it would be difficult for their child to transition to a new space and they were not sure where they would go as they do not have any friends or family that they can stay with.
13. Termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. I find that an order requiring the Tenants to pay the rent in full and on time will sufficiently address the late payment issue. There was no evidence to suggest that such an order would create

financial hardship to the Landlord. If the Tenants do not comply, the Landlord will have swift recourse pursuant to section 78 of the *Residential Tenancies Act, 2006* (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 monthly rent in full and on time to the Landlord for a period of one year, commencing July 15, 2026 to June 15, 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 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 pay to the Landlord \$186.00 for the cost of filing the application on or before June 26, 2026.
5. If the Tenants do not, the Tenants will start to owe interest. This will be simple interest, commencing June 27, 2026, at the rate of 4.00% per year on the balance outstanding.

**June 15, 2026**  
**Date Issued**

---

Rachel Gibbons  
Member, Landlord and Tenant Board

**June 18, 2026**  
**Date Amended**

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