



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

File Number: LTB-L-030164-26-AM

In the matter of: 501, 80 ORENDA CRT
BRAMPTON ON L6W3M9

Between: Drake Property Management Landlord

And

Shelly-Ann Brathwaite Tenant

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Shelly-Ann Brathwaite (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 3, 2026.

The Landlord's representative, Emily Barbati, the Tenant's representative, Naseer Ahmed, and the Tenant attended the hearing.

This amended order is issued to correct clerical errors in the original order issued on June 16, 2026. The changes are bolded and underlined.

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. However, the tenancy shall continue should the Tenant meet the conditions outlined below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On March 24, 2026, the Landlord gave the Tenant an N8 notice of termination, with the termination date of May 31, 2026. The notice of termination contains the following

allegations: the Tenant has persistently paid their rent late 12 out of 12 times from April 1, 2025 to March 31, 2026.

Persistently Late

4. 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 12 times in the past 12 months from April 1, 2025 to March 31, 2026.
5. The parties agreed the Tenant's payment history from April 1, 2025 to March 31, 2026 is as follows: April 2025 rent was paid April 17, 2025; May 2025 rent was paid May 5, 2025; June 2025 rent was paid June 13, 2025; July 2025 rent was paid July 25, 2025; August 2025 rent was paid by August 22, 2025; September 2025 rent was paid by September 25, 2025; October 2025 rent was paid by December 15, 2025; November 2025 rent was paid by December 16, 2025; December 2025 rent was paid by December 16, 2025; January 2026 rent was paid by January 12, 2026; February and March 2026 rent remained unpaid at the time of serving the N8 notice.
6. I am satisfied that the Tenant has persistently paid their rent late. Rent is due the first of the month and from April 1, 2025 to March 31, 2026, the Tenant paid rent late 12 out of 12 times.
7. Since the filing of the application, the Tenant failed to pay rent on time for April, May, and June 2026. The Tenant testified that the day prior to the hearing, she paid the Landlord \$2,000.00, but this amount had not yet cleared as of the hearing date.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

9. The Tenant requested the Board grant her relief from eviction and proposed a payment plan. The Landlord was not agreeable to a payment plan and requested a standard eviction order as the Tenant failed to pay her rent on time and in full for over a 12 month period. The Tenant testified that she is a single Mother and living in the rental unit with her two children, one that is in high school and the other one is in college. The Tenant has also been assisting her uncle that was diagnosed with throat cancer and she has been taking him to his hospital appointments. Recently, the Tenant got rid of her car as it was providing her with issues. The Tenant said she recently obtained a raise at work and will be able to now pay her rent on time and in full as she has set up auto payments.
10. 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. This is a long standing tenancy that dates back to 2011. The Tenant has resided in the rental unit with her two children. Should the Tenant comply with the payment schedule below, there would be little prejudice on the Landlord. The Tenant made a \$2,000.00 good faith payment the day prior to the hearing, which brings total outstanding rent arrears to \$4,879.020, should the \$2,000.00 clear.

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 their lawful rent on time and in full from July 1, 2026 to June 30, **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. If the Tenant does not pay the \$186.00 by July 1, 2026, then this amount will start to accrue interest as of July 2, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026

Date Issued

Vishal Nanda

Member, Landlord and Tenant Board

June 23, 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.