



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-045281-26

In the matter of: 53, 177 BAYVIEW DR
BARRIE ON L4N4Y6

Between: 177 Bayview Drive Limited Landlord

And

Jakob Zaba Tenant
Tamara Kaplinski-Latiff

177 Bayview Drive Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Jakob Zaba and Tamara Kaplinski-Latiff (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on June 17, 2026.

Only the Landlord's Legal Representative, Faith McGregor, attended the hearing.

As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated effective, July 31, 2026.

L2 Application – Persistent Late Payment of Rent

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 8, 2026, the Landlord gave the Tenant an N8 Notice of Termination ('N8 Notice') deemed served on the same date. The N8 Notice alleges that the Tenant has been

persistently late in paying their rent 7 times in the last 11 months from July 1, 2025 to May 1, 2026.

4. Based on the Landlord's uncontested submissions and evidence, and on a balance of probabilities, we are satisfied that the Tenant has persistently failed to pay the rent on the date it was due. The tenancy began on July 1, 2025, and rent is due on the 1st day of each month. The rent has been paid late 7 times in the last 11 months for the period July 2025 to May 2026.
5. The Landlord's Legal Representative stated that they are not seeking daily compensation.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$2,715.00 from the Tenant and this deposit is still being held by the Landlord.
8. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief From Eviction

9. We 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Landlord's Legal Representative confirmed that post service of the N8 Notice, the Tenant has not corrected their behaviour as they have not paid any rent to the Landlord for the months of May and June 2026.
11. The Landlord's Legal Representative sought termination of the tenancy and eviction effective July 31, 2026.
12. The Landlord's Legal Representative was not aware of any circumstances to consider with respect to relief from eviction and the Tenant was not present at the hearing to provide any submissions.
13. Considering all of the disclosed circumstances, we are satisfied a termination date of July 31, 2026, is reasonable.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after August 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. 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

Kara Muzzell
Member, Landlord and Tenant Board

Heather Chapple
Vice-Chair, 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 February 1, 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.