



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-044887-26

In the matter of: 305, 52 MACDONELL ST
GUELPH ON N1H2Z3

Between: Robmas Inc. Landlord

And

Sarah Williamson Tenant

Robmas Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Williamson (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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 18, 2026.

The Landlord's Agent Anna Sulikowska, Landlord's Legal Representative Daria Berezowska, and the Tenant Sarah Williamson attended the hearing.

Determinations:

The Tenant's request to adjourn the hearing

1. The Tenant requested an adjournment in order to file notice to raise section 82 issues at the Landlord's hearing. The Tenant stated that she had met with a psychologist the day before the hearing and attended graduation the previous evening, and therefore had not been able to follow up and obtain any supporting documentation before the hearing.
2. The Landlord opposed the adjournment request. The Landlord submitted that it had communicated with the Tenant about repayment before the hearing, but the Tenant was unresponsive, and no request to adjourn was made before the hearing. I found that the Tenant had notice of the hearing and did not provide a sufficient basis to delay the matter. The request to adjourn was therefore denied and the hearing proceeded.

L1 Application – Non-Payment of Rent

3. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,360.48. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$44.73. This amount is calculated as follows: $\$1,360.48 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to June 30, 2026, are \$2,236.63. This was undisputed at the hearing.
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 \$1,300.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
11. Interest on the rent deposit, in the amount of \$100.53 is owing to the Tenant for the period from March 1, 2023, to June 18, 2026.

L2 Application – Persistent Late Payment of Rent

12. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The Notice of Termination alleges that the Tenant paid the rent late 12 times in the 13-month period from May 1, 2025, to May 1, 2026. The Tenant agreed that the rent was paid late as alleged in the Notice of Termination. The Landlord's agent also testified that, although the Tenant advised that some payments would be late because of delays in receiving student loan funding, the rent was nevertheless not paid on the date it was due. I am satisfied, based on the Tenant's admission and the evidence before me, that the Tenant persistently failed to pay the rent on time.
13. I have also considered the Tenant's payment history after the Notice of Termination was served. The Notice of Termination was served on May 22, 2026, with a termination date of July 31, 2026. The Tenant paid the June 2026 rent late, resulting in rent being paid late 13 times in 14 months by the hearing date. This continued late payment after service of the Notice of Termination supports the finding that the pattern of late payment is ongoing and has not been corrected.
14. Accordingly, I find that the Landlord has proven that the Tenant persistently failed to pay the rent on the date it was due. Therefore, the tenancy shall be terminated.

Relief from Eviction

15. The Tenant requested relief under section 83 of the Residential Tenancies Act, 2006 (the "Act"), but stated that she was prepared to move out on July 31, 2026, which is the termination date sought by the Landlord in the N8 application. The Tenant agreed that there were outstanding rent arrears and that rent had been paid late as alleged, and stated that the late payments were caused by delays in OSAP funding, financial hardship, and mental distress related to her medication.
16. The Landlord opposed any further relief and sought a standard order on the L1 application, as well as a non-voidable termination order effective July 31, 2026, based on persistent late payment of rent. The Landlord's agent stated that the late and missed payments caused financial hardship to the Landlord, who has mortgage and bill payments to make. The Landlord also noted that the Tenant appeared to agree with the July 31, 2026, non-voidable termination date.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I have considered all of the circumstances, including the Tenant's explanation for the late payments, her financial hardship, and her mental health-related evidence. However, the Tenant agreed that rent was paid late 12 of 13 times during the N8 period, and again in June 2026, making it 13 of 14 months by the hearing date. The pattern of late payment is significant and ongoing, and the Tenant did not seek a later termination date or provide a basis to conclude that the payment issues would be resolved. In these circumstances, I find it would not be unfair to refuse further relief.
18. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

It is ordered that:

1. Pursuant to the L2 Application, 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. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$466.76. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$44.73 per day for the use of the unit starting June 19, 2026, to the date the Tenant moves out of the unit.
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.

6. 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.
7. 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.

June 25, 2026
Date Issued

Kyle Anderson
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 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To June 18, 2026	\$1,681.29
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,300.00
Less the amount of the interest on the last month's rent deposit	-\$100.53
Total amount owing to the Landlord	\$466.76
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$44.73 (per day)