



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

File Number: LTB-L-045987-26

In the matter of: 315 BALSAM ST S
TIMMINS ON P4N2E6

Between: Romeo Calara Landlord
Prolific Equity Estate

And

Kunondjo Kazetjikuria Tenant

Prolific Equity Estate (the 'Landlord') applied for an order to terminate the tenancy and evict Kunondjo Kazetjikuria (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on June 16, 2026.

The Landlord Romeo Calara and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 18, 2026, the Landlord gave the Tenant an N8 notice of termination ('N8 notice') which alleges that the Tenant has persistently failed to pay their rent on the date it is due.
4. The Landlord submits that the Tenant has persistently failed to pay the rent on the date it is due, being the 1st day of each month. During the six-month period of December 2025 to May, 2026, the Tenant has paid rent late 6 times. Since filing the N8 notice, the Tenant has not corrected their behaviour as the Landlord states June's rent is still outstanding.
5. The Tenant submits that due to alleged discontinuing services and maintenance issues, she withheld rent. While the Tenant initially stated she is ready to pay the rent that is due, she then later stated she has spent the money elsewhere but if she had the full amount owing, she would now pay it as she wishes to preserve the tenancy.

6. Based on the evidence and submissions before us, we are satisfied, on a balance of probabilities, that the Tenant has persistently failed to pay the rent to the Landlord as it became due. The Tenant did not dispute the reasons indicated in the N8 notice nor did they correct their behaviour post service of the N8 notice.

Relief from eviction:

7. 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 not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act.
8. The Landlord seeks termination of the tenancy and eviction of the Tenant because the Tenant's persistent late payments have created a strained relationship on him and his family, he is worried and it's taking an unhealthy toll on him.
9. The Tenant states that while she would like to preserve the tenancy, she has been looking for other accommodations. She acknowledged that she cannot provide any assurances to pay rent on the date it becomes due because she has other expenses which she feels take priority. The Tenant also states that she is currently employed but expects her employment to cease as of July 1, 2026.
10. Given all of the evidence and submissions before us, we are satisfied that it would be unfair to continue this tenancy. The Tenant has persistently failed to pay rent on the date it becomes due for 6 out of 6 months as indicated in the N8 notice and the Tenant has also not paid rent to the Landlord in quite some time as she put funds towards other expenses. Since service of the N8 notice, the Tenant has continued to persistently fail to pay rent on the date it becomes due, and particularly, has not paid rent to the Landlord.
11. While we accept that the Tenant has had difficulties, we note that even though she is employed, she persistently failed to pay rent to the Landlord on the date it was due. Further, the Tenant was unable to provide any guarantee that rent would be paid on time to the Landlord. We are not satisfied based on the evidence and submissions before us that the Tenant would abide by the terms of any conditional order, if imposed. This tenancy, in our view, is just not viable any longer and to prolong it would be prejudicial to the Landlord and unfair to the Tenant. However, we do find it reasonable to provide some additional time, until the end of July 2026, so that the Tenant can locate alternative accommodations.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

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 also 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 25, 2026
Date Issued

Heather Jacula
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.