



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

File Number: LTB-L-043506-26

In the matter of: 1, 99 Blackfriar Ave.
ETOBICOKE ON M9R3S8

Between: Antonio Villella Landlord

And

Cecile Powis Tenant

Antonio Villella (the 'Landlord') applied for an order to terminate the tenancy and evict Cecile Powis (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).

This application was heard by videoconference on June 18, 2026.

The Landlord Antonio Villella and the Tenant Cecile Powis attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,979.11. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.07. This amount is calculated as follows: \$1,979.11 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$3,958.22.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,800.00 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.
9. Interest on the rent deposit, in the amount of \$205.79 is owing to the Tenant for the period from March 1, 2021, to June 18, 2026.

L2 Application – Persistent Late Payment of Rent

10. 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 N8 Notice alleges that the Tenant paid the rent late 5 times in the 5-month period from January 2026 to May 2026. The Tenant agreed with the contents of the N8 Notice and agreed that the rent had been paid late as alleged. 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.
11. I have also considered the Tenant's payment history after the N8 Notice was served. The Tenant did not pay the June 2026 rent by the hearing date, resulting in the rent being paid late or remaining unpaid 6 times in 6 months. This supports a finding that the pattern of late payment continued after service of the N8 Notice.

Relief from Eviction

12. The Tenant requested relief from eviction under section 83 of Residential Tenancies Act, 2006 (the "Act"). The Tenant stated that she is a retired senior, has health concerns that affect her daily functioning and ability to manage her finances, and requires additional time to catch up on the arrears. The Tenant requested a 6-month payment plan and stated that she would pay the lawful rent on time starting July 1, 2026, and then pay the arrears by monthly payments of \$690.70 beginning August 1, 2026. The Tenant stated that her current pension income is approximately \$3,300.00 per month and that she expects to obtain additional employment in July 2026 to assist with the payments.
13. The Landlord was prepared to allow the tenancy to continue if the Tenant repays the arrears and pays the rent on time going forward. The Landlord sought a conditional order requiring the Tenant to pay the arrears by a payment plan and to pay the ongoing rent in full and on time for the next year, with section 78 of the Act applying if the Tenant breaches the order.
14. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$4,144.22 for arrears of rent up to June 30, 2026. This amount includes the Landlord's \$186.00 cost for filing this application.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount
August 1, 2026	\$690.70
September 1, 2026	\$690.70
October 1, 2026	\$690.70
November 1, 2026	\$690.70
December 1, 2026	\$690.70
January 1, 2027	\$690.72

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the 12-month period from July 1, 2026, to June 1, 2027.
4. Section 78 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 applies to this Order. If the Tenant fails to make any of the payments in accordance with paragraphs 2 and 3 of this order, the Landlord may apply at no cost, and without notice to the Tenant, for an order to terminate the tenancy and evict the Tenant. The Landlord must make this application within 30 days of a breach of a condition set out in this Order.

June 24, 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.