



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

File Number: LTB-L-045860-26

In the matter of: 1702, 1420 DUPONT ST
TORONTO ON M6H0C2

Between: ZAHRA PROPERTIES Landlord

And

PATRICIA SANTANA Tenants
LUIS SANTANA

ZAHRA PROPERTIES (the 'Landlord') applied for an order to terminate the tenancy and evict PATRICIA SANTANA and LUIS SANTANA (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

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

The Landlord, the Landlord's representative, Jason Paine, and Tenant Patricia Santana attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, relief from eviction is granted under s.83(2) by way of a conditional order.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On April 15, 2026, the Landlord gave the Tenants an N8 notice of termination deemed served on April 20, 2026. The notice of termination alleges that the Tenants did not pay rent on time since November, 2025 and has not paid the full lawful monthly rent since April, 2026.

Persistently Late

4. Based on the evidence before us, we are satisfied the Tenants have persistently failed to pay the rent on the date it was due for the 8 months preceding the hearing.
5. The Landlord incurred costs of \$186.00 for the application filing fee and is entitled to reimbursement of these costs.

Relief from eviction

6. 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 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.
7. Tenant Patricia Santana ('PS') testified that her father, Luis Santana, is listed as a tenant but does not reside in the unit. She does not dispute the Landlord's allegations with respect to her history of paying the rent. She explained that her executive function began to decline approximately two years ago with a rapid decline summer of 2025. This decline resulted in missed appointments and deadlines and missed payments. In January 2026, she sought medical assistance and was diagnosed with clinical depression and avoidance disorder. She has since been prescribed medication to assist with her symptoms and has worked to get community supports in place including cognitive behavioural therapy.
8. PS indicated that her father was unaware of her issues and has since committed his support. To this end, he has arranged for funds to be released from his Nesbitt Burns financial account to pay the Tenant's arrears. PS stated that the funds should be available by June 22, 2026. To ensure the rent is paid on time going forward, PS' father has requested that the Landlord arrange for the rent to be automatically debited from his account each month.
9. The Landlord's representative had no information as to whether the Tenants had issues paying the rent prior to November 2025. He was unaware of any issues with setting up an automatic debit from the father's account and acknowledged that such an arrangement would mitigate any prejudice against the Landlord.
10. This is a lengthy tenancy having commenced approximately five years ago. We are of the view that a conditional order requiring the Tenants to pay the ongoing rent in full and on time would be reasonable given PS' testimony. Such an order would allow the Tenants to preserve the tenancy while mitigating any prejudice against the Landlord.
11. As this is not an application for non-payment of rent, we are unable to order the Tenants to pay the arrears owing to the Landlord. The Tenants are reminded that the arrears owing to June 30, 2026 ought to be paid to the Landlord by June 22, 2026 given the statements made by PS at the hearing. Additionally, the Tenants are reminded that they ought to make immediate arrangements with their bank and the Landlord should they intend to proceed with automatic debit.

It is ordered that:

1. The Landlord's application to terminate the tenancy for persistent late payment of rent is denied subject to the conditions set out below.
2. For twelve consecutive months, starting July 2026 through to and including June 2026, the Tenants shall pay the lawful rent in full on or before the 7th day of each month.
3. If the Tenants fail 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 Tenants. 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 Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before July 6, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 7, 2026 at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Suchana Sundararajan

Member, Landlord and Tenant Board

Dawn Sullivan

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.