



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-046291-26

In the matter of: 806, 7 PARK VISTA
EAST YORK ON M4B1A4

Between: Seven Park Vista Holding Ltd. Landlord

and

Shannon Basaraba Tenant

Seven Park Vista Holding Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Shannon Basaraba (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

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 16, 2026.

The Landlord's Legal Representative, Elizaveta Povargo, and the Tenant attended the hearing. Abigail Turberfield, a colleague of the Landlord's Representative also attended as an observer.

Determinations:

1. As explained below, we find the Landlord has proven on a balance of probabilities that the Tenant has persistently failed to pay their rent on the date it became due.
2. For the reasons set out below, we have exercised our discretion to give the Tenant an opportunity to preserve the tenancy so long as she pays rent in full and on time for a period of 12 months.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

4. On May 25, 2026, the Landlord served the Tenant with an N8 notice of termination.
5. The N8 Notice alleges the Tenant paid rent late each month commencing in March 2025 and continuing until May 2026 - with the exception of April 2026.

6. The lawful rent is \$1,733.93 and it is due on the 1st of each month.
7. The Tenant admitted she paid rent late 14 months out of the 15-month period as set out in the N8 Notice.
8. As a result, we find the Tenant persistently failed to pay the rent on the date that it was due.

Section 83 - Relief From Eviction

9. The Landlord's Representative submitted the Landlord has incurred time and expenses in addressing the Tenant's failure to pay rent in full and on time. It has issued multiple N4 Notices – one of which was paid, and the other of which was the basis of a L1 Application. The Consent Order that was reached with respect to the L1 Application was breached and the Landlord then brought a L4 Application, which led to a set aside motion.
10. Nonetheless, the Tenant is no longer in arrears, appears to have stabilized her financial circumstances, paid June's rent on time, and so the Landlord sought a conditional order that would preserve the tenancy so long as the Tenant pays rent in full and on time for the next 12 months. If the Tenant does not comply, then the Landlord asked to be able to apply for an order evicting the Tenant under s. 78 of the *Residential Tenancies Act* ("the RTA").
11. The Tenant was firstly concerned that if an unforeseen circumstance caused her to be late even once during the one-year period, that the Landlord could seek to terminate her tenancy without giving her notice. The Tenant was also concerned that the length of the period of the pay on time condition was onerous and would wear on her. She suggested a period of 3 to 6 months instead.
12. It is correct that where a conditional order granted under section 78 is breached, the Landlord may bring an application for eviction without notice to the Tenant. However, if the application is granted, the RTA then permits a tenant to bring a motion to set aside the eviction within 10 days of the order being issued. At the hearing of a set aside motion, if breach is established, the LTB has regard to all the circumstances in determining whether it would be unfair to set aside the order. In this way the RTA balances both the Landlord's and Tenant's interests.
13. The Tenant is familiar with the set aside process and on cross-examination she admitted she had successfully moved to set aside the eviction order that issued following the Landlord's L4 Application. Given the above, we did not give any weight to the Tenant's first concern.
14. The Tenant testified she has lived at the rental unit for 17 years and has never paid late or had financial difficulties like she did in the past year and a half.
15. The Tenant submitted she worked hard to clear the arrears, no arrears are now owed, she paid June's rent early, and she is on track to pay July's rent in full and on time.

16. The Tenant further testified she does not expect arrears and late payment to recur. She testified she is now employed full-time, is past her probationary period, and expects her employment to continue.
17. The Tenant testified her monthly income exceeds her current expenses, including rent, which leaves her with disposable income. She lives alone and her children are full-grown. She has started to build up savings to protect against unanticipated circumstances and cover any additional expenses that may come due. She is also contemplating finding a roommate.
18. The Tenant affirmed she is confident she will be able to make her rent payments on time for the next 12 months.
19. The Tenant is to be commended for stabilizing her financial situation and paying off her arrears. However, this application is not about arrears but is instead about the Tenant's behaviour of persistently failing to pay her rent on time.
20. By her own admission the Tenant did not pay rent on time for over a year. Despite her concerns that a period of one year will weigh on her, the Landlord had to take multiple steps to ensure the Tenant complied with her obligation to pay rent in full and on time. Additionally, the RTA provides a process whereby the circumstances surrounding any breach will be considered – a process with which the Tenant is familiar.
21. In the above circumstances, we do not find it appropriate to order eviction outright; but, we do find it appropriate to issue a conditional order subject to section 78. We further find it appropriate that the period of time for the conditional order be one year.
22. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA, we 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 RTA.
23. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenant currently has a \$0.10 credit. The parties agreed this will be applied to the Landlord's costs of filing this application and the Tenant will be ordered to pay the remainder.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord new rent in full and on time for the period of July 1, 2026, to June 1, 2027.
3. If the Tenant fails 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 Tenant. 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 Tenant shall also pay to the Landlord \$185.90 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 2, 2026, at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Jasmina Mrkalj-Skelly
Member, Landlord and Tenant Board

Rebecca Case
Vice Chair, Landlord and Tenant Board

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