



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

File Number: LTB-L-024782-26

In the matter of: 202, 11 WELLINGTON RD 124
ERIN ON N0B1T0

Between: Erinlea Properties Inc. Landlord

And

Graham Harbison Tenant

Erinlea Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Graham Harbison (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 charges related to NSF cheques

This application was heard by videoconference on June 2, 2026.

The Landlord's Agent, Sharon Crowe, and the Tenant 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 \$1,994.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.56. This amount is calculated as follows: \$1,994.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to June 30, 2026 are \$7,976.00.

7. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,994.00 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.
10. Interest on the rent deposit, in the amount of \$98.95 is owing to the Tenant for the period from April 1, 2024 to June 2, 2026.

L2 Application – Persistent Late Payment of Rent

9. It is undisputed that the lawful rent is due on the 1st day of each month.
10. The evidence before me reveals that the Tenant has paid late, or not paid at all 12 times out of 24 month period starting April 1, 2024. Even after the application was filed, the Tenant failed to pay their rent on time for April, May, June 2026.
11. There is a difference between paying the rent that is due, but not on the date on which it is due (i.e., late payment of rent) and not paying the rent that due at all (i.e., failure to pay rent). While both constitute breaches of the lease by the tenant, they are conceptually different and may lead to different legal consequences. In *Tataw v. Minto Apartment Limited Partnership*, 2023 ONSC 4238 (Div. Ct.), para 14, Justice Corbett stated:

Persistent late payment of rent, and non-payment of rent, are related but distinct bases for applications before the Board. Landlords are entitled to be paid rent on time, as it falls due. Where an application is brought in respect to current arrears, if the Board finds for the landlord, the usual order is for a voidable order terminating the tenancy: if the tenant pays up the arrears and further rent accruals by a specified date, then the termination order is voided. Where the Board finds persistent late payment of rent, the Board may terminate the tenancy, or it may impose some other order – for example, for timely future payment of rent, failing which the landlord may seek a termination order.

12. It is true that an N8 notice is said to be given on the basis of persistent late payment of rent. However, strictly speaking, the *Residential Tenancies Act, 2006* (the 'Act') does not speak in those terms. Instead, Section 58(1)(1) of the Act permits a landlord to give a notice of termination where "[t]he tenant has persistently failed to pay rent on the date it becomes due and payable."
13. Accordingly, an N8 notice is not concerned with whether the rent is persistently paid late. Rather, an N8 notice is concerned with whether the tenant persistently fails to pay rent on time.
14. I find that the Tenant has persistently failed to pay the rent on the date it became due and payable.

Relief from Eviction

15. 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.
16. The Tenant testified that he would pay his June's rent by Friday, June 5, 2026. He proposed a payment plan for the arrears.
17. The Tenant stated that he works full-time for the City of Toronto but that he ran into issues paying the rent after his income was garnished due to outstanding bills. He has two other debts which still have some time to get fully paid. The Tenant does have a roommate who pays him rent each month.
18. The Landlord's Agent testified that the parties have been before the Board and the Tenant voided the previous order from February 9, 2026 and then went back into arrears immediately. The Tenant gets \$1,000.00 from his roommate but does not pay the Landlord. They are open to giving him a chance to pay his rent on time if he pays off the arrears.
19. I find that the tenancy may not be viable. The Tenant has a full-time job, and a paying roommate yet is unable to keep up with the rent. A payment plan would not be feasible as the Tenant has many debtors. If the Tenant is able to pay off the arrears he owes, a pay on time order would prevent further breaches without consequences.

It is ordered that:

L1 Application – Non-Payment of Rent

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$8,198.15 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,192.15 if the payment is made on or before July 10, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 10, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,242.32. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$65.56 per day for the use of the unit starting June 3, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 10, 2026, then starting July 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 July 11, 2026.

L2 Application – Persistent Late Payment of Rent

10. If the Tenant voids the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
11. The Tenant shall pay the Landlord the monthly rent due on or before the first day of the month for the period August 1, 2026 to July 1, 2027.
12. If the Tenant fails to make any of the payments in paragraph 11 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.

June 29, 2026

Date Issued

Sheena Brar

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 January 11, 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 to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$7,976.00
Application Filing Fee	\$202.15
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$8,198.15

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 10, 2026

Rent Owing To July 31, 2026	\$9,970.00
Application Filing Fee	\$202.15
NSF Charges	\$20.00
Total the Tenant must pay to continue the tenancy	\$10,192.15

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,113.12
Application Filing Fee	\$202.15
NSF Charges	\$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,994.00
Less the amount of the interest on the last month's rent deposit	- \$98.95
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$4,242.32
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$65.56 (per day)
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00

