



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

File Number: LTB-L-045638-26

In the matter of: 377 ASSINIBOINE RD
NORTH YORK ON M3J0A6

Between: Ravindranath Krishnappa Landlord

And

Sagar Sachdeva Tenant

Ravindranath Krishnappa (the 'Landlord') applied for an order to terminate the tenancy and evict Sagar Sachdeva (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

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

The Landlord 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. However, in the circumstances we find it appropriate to order conditional relief from eviction. The tenancy will continue provided the Tenant complies with the terms set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On May 4, 2026, the Landlord gave the Tenant an N8 notice of termination and schedule A. The notice of termination contains the following allegations: rent was paid late June 6, 2025, July 2, 2025, September 2, 2025, November 3, 2025, January 2, 2026, February 2, 2026, March 2, 2026, April 13, 2026, May 4, 2026.
4. The parties agree the rent is due and owing on the 1st day of each month.
5. At the hearing the Tenant did not contest the allegations in the N8 notice and acknowledged persistently late payments of rent.

6. The landlord incurred costs of \$186.00 for filling the application and is entitled to reimbursement of those costs.
7. As the merits of the application were uncontested, we canvassed the parties regarding a conditional order.

Relief from Eviction

8. 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 conditional relief from eviction pursuant to subsection 83(1) of the Act. Based on the evidence before us, we are satisfied the Tenant will abide by a conditional order to pay on time for reasons stated below.
9. The Landlord did not wish to enter into an agreement and requested termination of the tenancy. The Landlord testified that he resides with his wife, son and grandson, that he is the sole provider for his family and is on a fixed income. The Landlord relies on the Tenant to pay his rent on time, and when he does not, it impacts the Landlord's ability to meet his financial obligations.
10. The Landlord stated that, post service of the N8 notice, the Tenant paid the rent on May 4, 2026, the date the N8 was served, and paid the rent on time for June 2026.
11. The Tenant requested we consider a pay on time order and wished to continue his tenancy. The Tenant testified he lives alone and is employed. He states that all of his family is back home. The Tenant admits that part of his income was provided to family members to assist them as they were experiencing hardship which resulted in his paying rent persistently late. The Tenant's monthly income is approximately \$3,000.00 to \$3,700.00 per month.
12. We find, the Tenant is able to afford the rent, and he understands the consequences of failing to pay on time under a conditional order. The Landlord is able to file for eviction should the Tenant breach the pay on time conditions. In these circumstances, we find it is appropriate to grant a conditional order requiring the Tenant to pay the rent on time and in full for a period of twelve months.

It is ordered that:

1. The Landlord's application for eviction of the Tenant is denied on the condition that: The Tenant shall pay the full monthly rent on or before the 1st day of each month beginning July 1, 2026, until June 1, 2027.
2. If the Tenant fails to make any one of the payments in accordance with paragraph 1 of this order, the Landlord may, without notice to the Tenant, apply to the Board pursuant to s. 78 of the Act, within 30 days of the breach, for an order terminating the Tenancy and evicting the Tenant.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

4. 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

Melissa Bradley
Member, Landlord and Tenant Board

Amanda Kovats
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.