



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-036712-26

In the matter of: 0413, 20 GRAYDON HALL DR
NORTH YORK ON M3A2Z9

Between: Devonshire Properties Inc. Landlord

And

Bence Rezmues Tenant

Devonshire Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Bence Rezmues (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 24, 2026.

Only the Landlord's representative, Tanya Dickie, attended the hearing.

As of 9:22 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, in consideration of the circumstances disclosed, a condition order will issue.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 10, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: The Tenant failed to pay the rent on the date it was due. The rent is due on the 1st day of each **month**. The rent was paid late 4 times during the 9-month period from July 2025 through to March 2026.

4. Based on the Landlord's uncontested evidence, I am satisfied on a balance of probabilities that the Tenant persistently paid the rent late.
5. Since the N8 notice was served, the Tenant paid rent late for April 2026 and has not paid May and June's rent. I therefore find the Tenant has paid rent late a further 7 times out of 12 months.
6. Based on the monthly rent, the daily compensation is \$62.89. This amount is calculated as follows: \$1,913.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord requested a conditional order. 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 tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord the lawful monthly rent on or before the first day of each month commencing July 1, 2026, and continuing up to including 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 \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. 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.

June 29, 2026
Date Issued

Vinuri Sivalingam
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.