



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-046269-26

In the matter of: 375 WEST ST N
ORILLIA ON L3V5E7

Between: Elena Melnikova Landlord

and

Jonathan Walker Tenant
Rheo Miller

Elena Melnikova (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathan Walker and Rheo Miller (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, Evgeny Aptekar, and the Landlord attended the hearing.

As of 1:16 PM, 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 that the Tenant has persistently failed to pay their rent on the date it became due. Therefore, the tenancy is terminated on July 31, 2026.
2. The Tenant will be required to pay the Landlord daily compensation for the use and occupation of the rental unit from August 1, 2026, until the Tenant moves out.
3. The Tenant was in possession of the rental unit on the date the application was filed.

Claim for Termination - N8 Notice

4. On May 20, 2026, the Landlord mailed the Tenant an N8 notice of termination, deemed served on May 25, 2026.
5. The N8 Notice alleges the Tenant paid rent late each month commencing in May 2025 and continuing until May 2026.
6. The lawful rent is \$1,417.00 and it is due on the 1st of each month.
7. The Landlord confirmed that Schedule A to the N8 Notice lists the dates payments were e-transferred to her by the Tenant.
8. Schedule A indicates the Tenant paid rent in full and on time on October 1, 2025. At the hearing the Landlord admitted this month was paid on time.
9. Schedule A to the N8 Notice also shows the Tenant paid more than the lawful rent each month – albeit late. The Landlord's Representative submitted this may have been in part due to an invalid Notice of Rent Increase which purported to increase the rent to \$1,460.00 effective July 1, 2025 - which amount was more than the guideline amount and for which there was no recognised basis to do so under the *Residential Tenancies Act, 2006* ("RTA") - and that the Tenant seemingly otherwise paid random amounts.
10. Regardless of the reason why, when the overpayments made by the Tenant are tallied, we find the Tenant was in a credit position of \$1,443.71 as of January 4, 2026. We therefore find that as January 4, 2026, rent that was to come due on February 1, 2026, had already been paid.
11. Overpayments towards rent were also made on February 6 and March 5, 2026. As such, we find rent was also paid on time for March and April 2026.
12. No rent was paid in April or May. As at May 1, 2026, the Tenant was only in a credit position of \$272.21 so we find the rent for May 2026 was paid late.
13. Overall, we find the Tenant paid rent late 9 times during the 13-month period from May 2025 through to and including May 2026 and not 13 times as initially indicated by the Landlord.
14. Given the above, we considered the effect of the error in the N8 Notice. Subsection 43(2) of the RTA requires a Landlord to provide reasons and details respecting the basis for a termination in a notice of termination. Here we find the Landlord did so, even though the Landlord's summary of these details was inaccurate. The amounts and dates of payments were specifically identified on Schedule A to the N8 Notice. As a result, we find that the Tenant was able to know the case they had to meet and to determine whether to dispute the allegations at a hearing and so was not significantly prejudiced in their ability to participate in the proceeding.
15. We therefore find the N8 Notice substantially compliant and valid.
16. In the above circumstances, we find the Tenant has persistently failed to pay rent on the date it was due.

Section 83 Considerations – No Relief from Eviction

17. The Landlord initially sought an order for termination of the tenancy and eviction effective 11 days from the date of the order. However, subsection 80(1) of the RTA provides that an order evicting the Tenant may not be effective earlier than the date of termination on the notice of termination on which the Landlord's application is based.
18. The date of termination on the N8 Notice is July 31, 2026. As a result, the Landlord sought termination and eviction effective July 31, 2026.
19. The Landlord's Representative testified the Tenant has not made any additional rent payments since the N8 Notice was served.
20. The Landlord was not aware of any reason to delay or deny eviction.
21. As the Tenant was not present, no other circumstances were presented to us.
22. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA and find that it would be unfair to grant relief from eviction pursuant to section 83(1) of the RTA.

Claim for Daily Compensation and Costs

23. The Landlord sought daily compensation commencing the day after the date of termination on the N8 Notice.
24. The date of termination on the N8 Notice has not passed, and so there is no daily compensation owing to the Landlord as of the hearing date or date of this order. However, the Tenant will be ordered to pay daily compensation to the if they do not vacate the rental unit on or before July 31, 2026.
25. Based on the monthly rent, the daily compensation is \$46.59. This amount is calculated as follows: \$1,417.00 x 12, divided by 365 days.
26. The Landlord collected a rent deposit of \$1,375.00 from the Tenant and this deposit is still being held by the Landlord.
27. In accordance with subsection 106(10) of the RTA the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
28. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
29. Interest on the rent deposit, in the amount of \$160.29 is owing to the Tenant for the period from January 19, 2020, to June 16, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated due to persistent late payment of rent. The Tenant must move out of the rental unit on or before July 31, 2026.

2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that eviction may be enforced.
3. 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 August 1, 2026.
4. If the unit is not vacated on or before July 31, 2026, the Tenant shall pay the Landlord compensation of \$46.59 per day for the use of the unit starting August 1, 2026, until the date the Tenant moves out of the unit.
5. The Landlord collected a rent deposit of \$1,375.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$160.29 is owing to the Tenant for the period from January 19, 2020, to June 16, 2026.
6. The Landlord must apply the rent deposit to the last month of the tenancy and credit the Tenant the interest owing on the deposit.
7. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord and the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 26, 2026
Date Issued

Jasmina Mrkalj-Skelly
Member, Landlord and Tenant Board

Rebecca Case
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.

In accordance with section 81 of the RTA, the part of this order relating to the eviction of the Tenant expires on February 1, 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.