



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-033523-26

In the matter of: 231, 15 SHERWOOD AVE
TORONTO ON M4P2A6

Between: 11-25 Sherwood Holdings Limited Landlord

And

Aaron Lowe Tenant

11-25 Sherwood Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Aaron Lowe (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 17, 2026.

The Landlord's legal representative, Preston Haynes, and the Tenant attended the hearing.

Preliminary Issues:

- At the outset of the hearing, the Tenant raised several preliminary issues. First, the Tenant submitted that the LTB cannot hear this application because it is the subject of a Certificate of Stay dated May 21, 2026 arising from an appeal filed at the Divisional Court. While the present file number was listed in the stay, this application has not previously been adjudicated by the LTB. The only prior proceeding involving these parties resulted in an endorsement issued by Member Elena Jacob on May 12, 2026, denying a request to combine the Tenant's T1, T6, and T2 applications with this application.
- While section 210(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides for a right of appeal of LTB decisions to the Divisional Court, that Court's jurisprudence is clear that only final LTB orders are properly the subject of an appeal: [*Delic v. Enrietti-Zoppo*, 2022 ONSC 1627](#). In this case it is clear that the endorsement issued by the LTB on May 12, 2026 is an interlocutory order, not a final order with respect to this application. In [*Pafco Insurance Company v. Sahadeo*, 2022 ONSC 328](#), the Divisional Court suggested that an

interlocutory appeal does not stay a proceeding. However, even if there is a stay in place that applies to this application due to the Tenant's appeal. I find that it would be appropriate in the circumstances to use my authority under subsection 25(1)(b) of the *Statutory Powers Procedure Act* to lift the stay to allow the hearing to proceed.

3. The Tenant also argued that the Landlord filed the L2 application prematurely. The Landlord served the N8 notice by mail on April 14, 2026, which is deemed served five days later, on April 19, 2026. The application was filed on April 21, 2026, which is after the N8 notice was deemed to have been given to the Tenant.
4. The L2 application was filed under section 69(1) of the Act which states:

69 (1) A landlord may apply to the Board for an order terminating a tenancy and evicting the tenant if the landlord has given notice to terminate the tenancy under this Act or the *Tenant Protection Act, 1997*.
5. I am satisfied the application was properly filed in accordance with section 69(1) of the Act.
6. The Tenant submitted that the Landlord's L2 application should not proceed before the hearing of the Tenant's T1 and T6 applications scheduled for July 14, 2026, which raise issues including alleged illegal rent. The Tenant argued that the lawful rent has not been determined and that he is uncertain as to the identity of the Landlord and to whom rent is payable, as he does not possess a copy of the lease agreement. I do not accept this submission. The Tenant initiated separate applications correctly identifying the Landlord and relied on a stay that also identified the Landlord. Further, this application concerns persistent late payment of rent; a determination of the lawful rent is not required for the purposes of this proceeding.
7. The Tenant disputed the rent amount listed in the application and stated that no tenancy agreement had been provided. The Landlord asserted that the monthly rent is \$1,456.74, while the Tenant claimed it is \$1,143.00 as per the original lease. The Tenant also noted an error in the application regarding the date the last month's rent deposit was collected, which the Landlord listed as October 1, 2011, whereas the tenancy agreement indicates a commencement date of March 1, 2012. I permitted the Landlord to amend this clerical error.
8. During the hearing, the Tenant repeatedly interrupted and tried to raise new issues that were not in Landlord's application which unnecessarily lengthened the hearing by adding new issues throughout. It took considerable amount of time to case manage the hearing and narrow the scope of the application. The order will only consist of the issues that are set out in the application before me. Other issues the Tenant raised in the hearing will not be addressed here as they will be subject to his own T1, T2 and T6 application.

Determinations:

9. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated effective July 4, 2026.
10. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

11. On April 14, 2026, the Landlord gave the Tenant an N8 notice of termination deemed served on April 19, 2026. The notice of termination contains the following allegations: the tenant persistently paid their rent late.
12. The rent is due on the first day of each month. The rent has been paid late 15 times in the past 15 months from February 2025 to April 2026. A copy of the Tenant's payment schedule was submitted into evidence. There was no dispute that the Tenant did not pay the rent at all.
13. The Landlord's representative further submitted that, subsequent to filing the application, the Tenant has continued to pay rent late and is now in arrears. The Landlord has also filed a separate L1 application (file no. LTN-L-096819-24).
14. The Tenant maintains that no money is owed to the Landlord and alleges instead that the Landlord owes the Tenant more than \$30,000.00 as per his calculations and the overpayment in rent he has paid the Landlord over the years. During the hearing, the Tenant acknowledged that in 2022, 2023, and 2024 he paid rent on the first of the month directly to the Landlord but has not paid rent in 2025 and 2026.

Legal Analysis

15. Pursuant to subsection 58(1) of the *Residential Tenancies Act, 2006* (the 'Act'):

A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

1. The tenant has persistently failed to pay rent on the date it becomes due and payable.
16. I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 15 times in the past 15 months.. Based on the unchallenged evidence of late payments, I am satisfied, on a balance of probabilities that the Landlord has established a pattern of persistent late payment.

Daily compensation, NSF charges, rent deposit

17. The Landlord withdrew the claim for daily compensation, as this matter will be determined through the pending L1 application.

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

19. The Landlord was seeking termination of tenancy.

20. The Tenant stated that he currently resides alone, cannot afford the rent, and is seeking a co-tenant. The Tenant also stated that if an eviction order is issued, he intends to appeal. The Tenant further submitted that he does not intend to vacate the unit and argued that a lease cannot be enforced if it has not been signed by the Landlord.

21. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

22. In particular, I note the persistent pattern of late payment, the Tenant's acknowledgment of ongoing financial difficulty, and the absence of any concrete plan to remedy the situation. In these circumstances, I find that it would not be unfair to grant the eviction order and that relief from eviction under subsection 83(1) is not warranted.

23. The order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 10, 2026.
2. 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.
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 July 11, 2026.
4. The Tenant shall 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

Teresa Hunt
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 5, 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.