



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

Citation: Van grootheest v Williams, 2024 ONLTB 16110

Date: 2024-03-18

File Number: LTB-L-047201-23

In the matter of: Unit 12, 133 WELLINGTON ST E
MOUNT FOREST ON N0G2L2

Between: Annette Van grootheest Landlord

And

Hannah Williams Tenant

Annette Van grootheest (the 'Landlord') applied for an order to terminate the tenancy and evict Hannah Williams (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 February 13, 2024.

Only the Landlord's Agent, Jennifer Kamphuis and the Landlord attended the hearing.

As of 9:56 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 that the Tenant persistently failed to pay rent on the date it became due. However for the reasons set out below, I have exercised my discretion to issue a conditional order pursuant to s. 78 of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenant was in possession of the rental unit on the date the application was filed.

Persistent Late Payments

3. On June 13, 2023, the Landlord gave the Tenant an N8 notice of termination deemed served on June 13, 2023. The notice of termination alleges rent is due on the 1st of the month and that the Tenant paid rent late each month commencing December 2022 through to and including June 2023.

4. The rent has been paid late seven times in the past eight months indicated in the N8 notice.

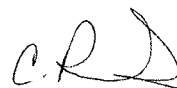
Relief from Eviction

5. 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 pursuant to subsection 83(1)(a) of the Act.
6. The Landlord's Agent stated that since the application was filed, only one rent payment was made late.
7. The Landlord's Agent also stated that the Tenant had provided notice to terminate the tenancy for the end of February 2024. If the Tenant fails to vacate as per the notice provided to the Landlord, then the Landlord can file an application with the Board to obtain an order to terminate the tenancy.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 monthly rent due on or before the first day of each month for the period of April 1, 2024, to March 31, 2025.
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. If the Tenant does not pay the Landlord the full amount owing on or before April 5, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 6, 2024 at 7.00% annually on the balance outstanding.

March 25, 2024
Date Issued



Christina Philp
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.