



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

Citation: SPOTTED PROPERTIES INC. v Wilson, 2024 ONLTB 8777

Date: 2024-02-02

File Number: LTB-L-048750-23

In the matter of: 81.5 BARTON ST E
HAMILTON ON L8L2W1

Between: SPOTTED PROPERTIES INC. Landlord

And

Rolanda Wilson Tenants
Justin Mcclean

SPOTTED PROPERTIES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Rolanda Wilson and Justin Mcclean (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes (L1 Application).

The Landlord' also applied for an order to terminate the tenancy and evict the Tenants because the Tenants have been persistently late in paying the Tenants' rent (L2 Application}.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 15, 2024.

Only the Landlord's representative, Ashley Friel and the Landlord's Agent, Madison Daly attended the hearing. As of 1:37 p.m., the Tenants were 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:

L1 Application

1. At the hearing, the Landlord's representative sought to withdraw the L1 application.
2. In accordance with subsection 200 (4) of the Residential Tenancies Act, 2006 (the 'Act') I consent to the withdrawal of the L1 application.

L2 Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the application is granted, and the tenancy shall terminate.
4. The Tenants were in possession of the rental unit on the date the application was filed.
5. On June 9, 2023, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges that the Tenants paid the rent late for the following months: April 2022 to May 2023.
6. Since the application was filed in July 2023, the Tenants have paid the rent late for the following months: July 2023 and have made no payment since August 2023 to present.
7. On the basis of the Landlord's uncontested evidence, I find that the Tenants have persistently paid the rent late. The rent is due on the 1st day of each month. The rent has been paid late 14 times in the past 14 as set out on the N8 notice of termination.

Daily compensation, NSF charges, rent deposit

8. The Tenants was required to pay the Landlord \$6,694.23 in daily compensation for use and occupation of the rental unit for the period from September 1, 2023 to January 15, 2024.
9. Based on the Monthly rent, the daily compensation is \$48.86. This amount is calculated as follows: \$1,486.25 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from eviction

12. 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.
13. The Tenants did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances.

It is ordered that:

1. The L1 application has been withdrawn.
2. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 13, 2024.

3. If the unit is not vacated on or before February 13, 2024, then starting February 14, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 February 14, 2024.
5. The Tenants shall pay to the Landlord \$6,694.23, which represents compensation for the use of the unit from September 1, 2023 to January 15, 2024.
6. The Tenants shall also pay the Landlord compensation of \$48.86 per day for the use of the unit starting January 16, 2024 until the date the Tenants moves out of the unit.
7. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenants owe the Landlord is \$6,880.23.
9. If the Tenants do not pay the Landlord the full amount owing on or before February 13, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 14, 2024 at 7.00% annually on the balance outstanding.

February 2, 2024
Date Issued



Camille Clyne
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 Tenants expires on August 14, 2024 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.