



**FEB 26, 2024**

Landlord and Tenant Board

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

**Citation:** Brysonwood Construction Inc c/o Harrison Carter Group v Morrison, 2024 ONLTB  
14584

**Date:** 2024-02-26

**File Number:** LTB-L-049471-23

**In the matter of:** 8, 29 CRAIG ST  
LONDON ON N6C1E9

**Between:** Brysonwood Construction Inc c/o Harrison Carter Group Landlord

**And**

Aaron Morrison Tenant

Brysonwood Construction Inc c/o Harrison Carter Group (the 'Landlord') applied for an order to terminate the tenancy and evict Aaron Morrison (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application)

The Landlord also applied to evict the Tenant because the Tenant is persistently late on their rent (L2 Application)

This application was heard by videoconference on January 9, 2024.

The Landlord's legal representative Robert Rose and the Tenant attended the hearing.

**Preliminary Issue:**

1. The Tenant attended and sought an adjournment of the hearing as he indicated he did not get appropriate notice of the hearing date. Specifically, the Tenant stated that the Notice of Hearing went to the rental unit but he often stays at his parents' house. The Tenant submitted that he wanted more time to try to find a legal representative to act on his behalf. Of note, the Tenant did not attempt any contact with a representative prior to the hearing.
2. The Landlord's representative opposed the adjournment request given the amount of arrears and the payment history. After consideration of the Tenant's request, I denied the adjournment and the applications proceeded. I was satisfied that the Tenant received the Notice of Hearing with adequate time to prepare and/or hire a legal representative.

**Determinations:**

L1 Application

3. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,700.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
7. The Tenant has paid \$2,000.00 to the Landlord since the application was filed.
8. The rent arrears owing to January 31, 2024 are \$11,600.00. The Tenant agreed with the amount of arrears being alleged by the Landlord.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.

L2 Application

11. The Landlord served the Tenant with an N8 Notice of Termination, deemed served June 17, 2023. The N8 Notice alleges that the Tenant has persistently paid their rent late. Specifically, from July 1, 2022 to June 30, 2023, the Tenant was late on their rent nine times. The Tenant did not dispute that they were late during the months alleged on the N8 Notice.
12. The Tenant testified that he would be unable to pay rent on time moving forward due to financial difficulties.
13. I find that the Tenant's failure to pay rent on time from July 1, 2022 to June 30, 2023 supports a finding that the Tenant is persistently late on their rent.

Relief from Eviction

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. The Tenant submitted that they are having personal issues that impact their finances. Specifically, the Tenant has no income and cannot afford the lawful monthly rent. I do not find it appropriate to delay or deny an eviction. The Tenant is unable able to financially maintain this tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit by March 8, 2024.
2. The Tenant shall pay to the Landlord \$10,589.01. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting January 10, 2024 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 8, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 9, 2024 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before March 8, 2024, then starting March 9, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 March 9, 2024.

**February 26, 2024**  
**Date Issued**

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Brett Lockwood  
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 expires on September 9, 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Hearing Date	\$12,403.01
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,000.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$10,589.01</b>
Plus daily compensation owing for each day of occupation starting January 10, 2024	\$55.89 (per day)