



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** HASTINGS GROUP INC. v Pearson, 2024 ONLTB 1973

**Date:** 2024-01-02

**File Number:** LTB-L-079793-22

**In the matter of:** 5, 63 NORTH MURRAY ST  
TRENTON ON K8V2E5

**Between:** HASTINGS GROUP INC.

**And**

Nancy Pearson

I hereby certify this is a  
true copy of an Order dated  
**JAN 2, 2024**  
*BM*  
Landlord and Tenant Board

Landlord

Tenant

HASTINGS GROUP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Pearson (the 'Tenant') because the Tenant did not pay the rent that the Tenant 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).

These applications were heard by videoconference on November 20, 2023.

Only the Landlord's Agent Jennifer Correia and the Landlord's Representative Lorrie Mccullough attended the hearing.

As of 1:39 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:

#### L1 Application

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$840.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.63. This amount is calculated as follows: \$840.50 x 12, divided by 365 days.
5. The Tenant has paid \$840.50 to the Landlord since the application was filed.

6. The rent arrears owing to November 30, 2023, are \$9,204.50.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$840.50 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$30.97 is owing to the Tenant for the period from June 1, 2022, to November 20, 2023.

## **L2 Application**

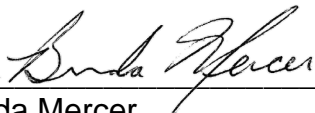
10. Section 58 of the *Residential Tenancies Act, 2006*, (the 'Act') sets out that a landlord may give a tenant notice of termination of their tenancy if the tenant has persistently failed to pay rent on the date it becomes due and payable (N8 notice). The Landlord served the Tenant with an N8 Notice on December 20, 2022, with a termination date of February 28, 2023.
11. The Landlord's evidence was the Tenant has persistently failed to pay the lawful rent on the date it was due. At the time of service of the N8 Notice, the rent had been paid late for 7 months during the period of February 2022 to December 2022. The N8 notice clearly sets out the date the monthly rent was due and when payments were received.
12. I accept the uncontested evidence of the Landlord and am satisfied on a balance of probabilities the Tenant has persistently failed to pay the rent on the date it was due. I find that, 7 months of late payments to the Landlord illustrates a pattern that is persistent. After the filing of the L2 application, the Tenant continued to pay rent late.
13. The Landlord submitted that emails had been sent to the Tenant offering a discussion to address the issues, but they received no response or payment plans entered into were not followed.
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. I asked the Landlord if they were aware of any circumstances that the Tenant may be experiencing that would make an eviction unfair and they were aware of none. The Tenant did not attend the hearing to provide any evidence or submissions in support of granting relief from eviction.

## **It is ordered that:**

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenant is terminated effective December 23, 2023. The Tenant must move out of the rental unit on or before December 23, 2023.

2. The Tenant shall pay to the Landlords \$9,757.10 for arrears of rent owing up to the date of the hearing and \$186.00 in costs to file the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$27.63 per day for the use of the unit starting November 21, 2023, 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 January 13, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 14, 2024, at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before January 13, 2024, then starting January 14, 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 January 14, 2024.

**January 2, 2024**  
**Date Issued**

  
\_\_\_\_\_  
Brenda Mercer  
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 July 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

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

Rent Owing To Hearing Date	\$9,757.10
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	- \$840.50
<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	- \$840.50
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$30.97
<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>\$8,231.13</b>
Plus daily compensation owing for each day of occupation starting November 21, 2023	\$27.63 (per day)