




I hereby certify this is a true copy of an Order dated
JUN 22, 2022

Landlord and Tenant Board

**Order under Section 69 and 89
Residential Tenancies Act, 2006**

Citation: The Next Generation Investment Group Inc. v Horne, 2022 ONLTB 67

Date: 2022-06-22

File Number: LTB-L-008675-22

In the matter of: 6, 172 Queen Street
Trenton Ontario K8V 4Y6

Between: The Next Generation Investment Group Inc. Landlord

And

Amber Horne Tenant

The Next Generation Investment Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amber Horne (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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 9, 2022.

Only the Landlord's representative Lorrie McCullough attended the hearing.

As of 10:34 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations and Reasons:

L1 Application – Non-Payment of Rent

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 \$1,247.00. It is due on the 1st day of each month.

4. Based on the monthly rent, the daily rent/compensation is \$41.00. This amount is calculated as follows: \$1,247.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2022, are \$11 567.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,247.00 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 \$73.55 is owing to the Tenant for the period from April 1, 2018, to June 9, 2022.
10. The Landlord's representative said she has attempted to work with the Tenant, has reached out on multiple occasions to discuss a payment plan but the Tenant has not responded to any of the attempts.

L2 Application – Persistent Late Payment of Rent

11. On November 12, 2021, the Landlord served the Tenant an N8 Notice of Termination pursuant to subsection 58(1)(1) of the Residential Tenancies Act, 2006 (the 'Act'). The notice provided a termination date of January 30, 2022.
12. Based on the Landlord's evidence, the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 16 out of 18 months the first coming due August 1021.
13. Since service of the N8 notice, the Tenant has been late paying the rent every month.
14. Based on the uncontested evidence before the Board, I find the pattern of late payment is unmistakable and persistent.
15. Even if all the rent and costs are paid to void the Landlord's L1 application, the Landlord is still requesting termination of the tenancy due to the Tenants' persistent late payment history.

Relief from Eviction

16. In accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I canvassed the Landlord's representative whether there are any circumstances in this case that would cause me to consider granting relief from eviction pursuant to subsection 83(1) of the Act.

17. The Landlord's representative said she understands the Tenant is employed, is a single mother to 2 minor children but is unsure if the children live in the rental unit.
18. 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.
19. This order contains all of the reasons for the decision within it.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 3, 2022.
2. The Tenant shall pay to the Landlord \$10,246.45* which represents the amount of rent owing, less the rent deposit and interest owed.
3. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
4. The Tenant shall also pay the Landlord daily rent/compensation of \$41.00 per day for the use of the unit starting June 10, 2022, to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 3, 2022, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2022, at 2.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 3, 2022, then starting July 4, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 4, 2022.



June 22, 2022
Date Issued

Dana Wren
Member, Landlord and Tenant Board

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 4, 2023, 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 June 9, 2022 | \$ 11 567.00 |
| Application Filing Fee | \$ 201.00 |
| NSF Charges | \$ 0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$ 0.00 |
| Less the amount the Tenant paid into the Board since the application was filed | - \$ 0.00 |
| Less the amount of the last month's rent deposit | - \$ 1,247.00 |
| Less the amount of the interest on the last month's rent deposit | - \$ 73.55 |
| Less the amount the Landlord owes the Tenant for an {abatement/rebate} | - \$ 0.00 |
| Less the amount of the credit that the Tenant is entitled to | - \$ |
| Total amount owing to the Landlord | \$ 10,447.45 |
| Plus, daily compensation owing for each day of occupation starting June 10, 2022: | \$ 41.00 (per day) |