



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

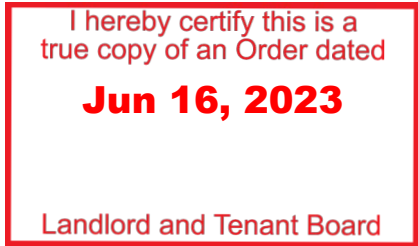
**File Number:** LTB-L-021559-23

**In the matter of:** 28 MAUD ST  
LONDON ON N5Z2Y4

**Between:** Bernadette Grieve (Nobes)

**And**

Nadine Ladd (Davis)



Landlord

Tenant

Bernadette Grieve (Nobes) (the 'Landlord') applied for an order to terminate the tenancy and evict Nadine Ladd (Davis) (the 'Tenant') because:

- (a) the Tenant did not pay the rent;
- (b) the Tenant has been persistently late in paying rent; and
- (c) the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on June 5, 2023. Only the Landlord attended the hearing.

As of 09:59, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was also evidence that the Landlord served the notice of this hearing on the Tenant. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

**Failure to Pay Rent—N4**

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 \$840.00. It is due on the 1<sup>st</sup> day of each month. Based on the monthly rent, the daily rent/compensation is \$27.62.
4. The Tenant has not made any payments since the application was filed. The rent arrears owing to June 30, 2023 are \$6,720.00.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.

**Persistently Late Paying Rent—N8**

7. On March 3, 2023, the Landlord gave the Tenant an N8 notice of termination.
8. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late nine times in the past twelve months.

**Personal Use—N12**

9. On March 3, 2023, the Landlord gave the Tenant an N12 notice of termination with the termination date of May 31, 2023 asserting that she requires possession of the rental unit for personal use.
10. The Landlord in good faith requires possession of the rental unit for residential occupation for at least one year.
11. The Landlord filed the declaration and paid the compensation required by the *Residential Tenancies Act, 2006* (the 'Act')

**Section 83**


12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must vacate the rental unit on or before June 27, 2023.
2. If the unit is not vacated on or before June 27, 2023, then starting June 28, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 June 28, 2023.
4. If the Tenant shall pay to the Landlord \$6,204.10. 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.
5. The Tenant shall also pay the Landlord compensation of \$27.62 per day for the use of the unit starting June 6, 2023 until the date the Tenant moves out of the unit.

6. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2023 at 6.00% annually on the balance outstanding.

**June 16, 2023**  
**Date Issued**



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E. Patrick Shea  
Vice Chair, 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 December 28, 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 if the tenancy is terminated**

Rent Owing To Hearing Date	\$6,018.10
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	- \$0.00
<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	- \$
<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>\$6,204.10</b>
Plus daily compensation owing for each day of occupation starting June 6, 2023	\$27.62 (per day)