



AUG 04, 2023

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

Citation: Khaira v Quillman, 2023 ONLTB 54570

Date: 2023-08-04

File Number: LTB-L-017799-23

In the matter of: 2, 13 STERLING ST
LONDON ON N5Y1Y4

Between: Manny Khaira Landlord

And

Rodney Quillman Tenant
Judy Quillman
Joyce Burny
Haven Burny

Manny Khaira (the 'Landlord') applied for an order to terminate the tenancy and evict Rodney Quillman, Judy Quillman, Joyce Burny and Haven Burny (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent. 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 July 26, 2023.

The Landlord, Landlord's representative Glenn Gosling and the Tenants attended the hearing.

Determinations:

1. The Landlord applied for an order to terminate the tenancy and evict the Tenants because the Tenants persistently failed to pay rent when it was due. The Landlord served on the Tenants a notice to terminate on February 14, 2023. The termination date in the notice is April 30, 2023.
2. This is a month-to-month tenancy.
3. Rent is due on the first of the month.
4. At the hearing, the parties did not dispute that the Tenant paid the rent late 18 times between January 2022 and July 2023, as stated in the N8 Notice of Termination and the payment ledger.
5. Accordingly, I am satisfied on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due.
6. There is no last month's rent deposit.

SECTION 83 CONSIDERATIONS

7. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
8. The Landlord was seeking termination as the Tenants have a long history of not paying the rent on time. Further, the Landlord is a small landlord, and they require the rent in full and on time to maintain the residential complex.
9. The Landlord's representative submitted that the agreement at the beginning of the tenancy was for rent to be paid in full and by the first of the month. At no point were the terms of the lease changed; however, the Tenant did not pay in full and on time. The Tenant also purposely withheld rent/did not pay on time. As such, the tenancy should be terminated.
10. The Tenant, Rodney Quillman(RQ), submitted that the tenancy should not be terminated. RQ explained that their delayed payments resulted from unforeseen car repairs and other utility expenses. RQ requested lead evidence regarding a cockroach infestation issue in the unit, which was one of the reasons he did not pay rent in full and on time. He stated that he could pay rent in full and on time but did not feel right because of the cockroach infestation issue. I denied the Tenant's request as this is an application regarding persistently late payment of rent. However, this does not preclude the Tenant from filing his application to address these maintenance issues. The Tenants confirmed they will contact Board to file applications for cockroach infestation and maintenance issues.
11. Based on the Tenant's evidence regarding her income and expenses, I find that the Tenant will likely be able to pay rent in full and on time. Although the Tenant purposely withholding rent/paying rent late is not a positive consideration, termination of the tenancy is the remedy of last resort. I am of the view that the Tenant should be given another opportunity to continue the tenancy provided they meet the conditions set out below.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues on the condition that:
 - a) The Tenant shall pay to the Landlord August 2023 rent in full by August 15, 2023.
 - b) The Tenant shall pay the full monthly rent on or before the first day of each month, commencing September 1, 2023 and for 12 months thereafter up to and including July 1, 2023.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application by August 15, 2023. If the Tenant does not pay the Landlord the full amount owing on or before August 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 16, 2023 at 6.00% annually on the balance outstanding.

August 4, 2023
Date Issued



Percy Laryea
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 Tenant expires on February 16, 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.