



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-017724-22

In the matter of: 1810, 55 STRATHAVEN DR
MISSISSAUGA ON L5R4G9

Between: Maria Farace

And

Ebony Dawn Wilson Forest

I hereby certify this is a
true copy of an Order dated

MAR 07, 2023

Landlord and Tenant Board

Landlord

Tenant

Maria Farace (the 'Landlord') applied for an order to terminate the tenancy and evict Ebony Dawn Wilson Forest (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 February 9, 2023.

Only the Landlord attended the hearing.

As of 10:07 a.m., 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 – 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 \$1,630.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.59. This amount is calculated as follows: \$1,630.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,900.00 to the Landlord since the application was filed.

6. The rent arrears owing to February 28, 2023, are \$18,290.00.
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 \$1,600.00 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 \$23.58 is owing to the Tenant for the period from January 1, 2022, to February 9, 2023.

L2 Application – Persistent Late Payment of Rent

10. On March 12, 2022, the Landlord gave the Tenant a N8 notice of termination deemed served on March 17, 2022. The notice of termination contains the following allegations:

The Tenant has been persistently late in paying the Tenant's rent. The Tenant has been persistently late in paying rent to the Landlord from April 1, 2021, to February 2022. The notice specifies when rent is due and outlines for each month when the late payments were made by the Tenant. For February 2022, the notice indicates that no rent was paid by the Tenant.

11. I am satisfied based on the Landlord's evidence that 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 11 times in the past 11 months. The payment dates alleged in the notice and proven by the Landlord are as follows: April 8, 2021, April 16, 2021; May 6, 2021, May 25, 2021; June 7, 2021, June 22, 2021; July 24, 2021, July 30, 2021; August 14, 2021; September 7, 2021; October 8, 2021, October 21, 2021; November 8, 2021, November 19, 2021; December 12, 2021, December 21, 2021; January 10, 2022, January 26, 2022; and February 1, 2022, no rent paid.

Relief from Eviction

12. 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. The Landlord is unaware of any circumstances that would justify refusing or delaying eviction. The Tenant paid rent late for 11 months. The Tenant did not attend the hearing and thus I did not have an opportunity to hear submissions from the Tenant regarding any circumstances relevant to s. 83. In the circumstances, I am satisfied that it would be unfair to deny or delay eviction.

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 March 18, 2023.

2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$15,704.73. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$53.59 per day for the use of the unit starting February 10, 2023, until 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 March 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2023, at 5.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 18, 2023, then starting March 19, 2023, 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 March 19, 2023.

March 7, 2023
Date Issued

Inderdeep Padda
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 12, 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 Hearing Date	\$20,042.31
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,900.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$23.58
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	- \$0.00
Total amount owing to the Landlord	\$15,704.73
Plus daily compensation owing for each day of occupation starting February 10, 2023	\$53.59 (per day)