



Order under Section 69 Residential Tenancies Act, 2006

Citation: H&R Property Management Ltd v Persaud, 2024 ONLTB 7357

Date: 2024-01-29

File Number: LTB-L-056862-23

In the matter of: 1203, 11 ANTRIM CRES
SCARBOROUGH ON M1P4P3

Between: H&R Property Management Ltd

And

Anthony Avinash Persaud

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

Jan 29, 2024

Landlord and Tenant Board

Landlord

Tenant

H&R Property Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony avinash Persaud (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes;
- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on January 17, 2024.

Only the Landlord's Legal Representative Bryan Rubin attended the hearing.

As of 9:59am, 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 \$1,696.37. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.77. This amount is calculated as follows: \$1,696.37 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 January 31, 2024 are \$12,672.77.

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 \$1,655.00 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 \$43.30 is owing to the Tenant for the period from January 1, 2023 to January 17, 2024.

L2 Application – Persistent Late Payment of Rent

10. 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 4 times over a 6 month period between February 2023 and July 2023 as alleged on the N8 notice.
11. On the unopposed evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that it was due.
12. The Landlord's representative testified that since the N8 was served, the Tenants have made no rent payments.

Relief from Eviction


13. 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.
14. The Landlord's representative testified that his office sent a letter offering to take a payment proposal from the Tenant. The Tenant did not respond. I am satisfied that the Landlord attempted to negotiate a repayment agreement with the Tenant.
15. The Landlord's representative testified that he was not aware of any circumstances that would cause me to delay or deny the 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 February 9, 2024.
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 \$10,412.19. See Schedule 1 for the calculation of the amount owing.

4. The Tenant shall also pay the Landlord daily rent/compensation of \$55.77 per day for the use of the unit starting January 18, 2024 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 February 9, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2024 at 7% annually on the balance outstanding.
6. If the unit is not vacated on or before February 9, 2024, then starting February 10, 2024, 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 February 10, 2024.

January 29, 2024
Date Issued



Angela Long
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 August 10, 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 the tenancy is terminated

Rent Owing To Hearing Date	\$11,924.49
Application Filing Fee	\$186.00
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 LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,655.00
Less the amount of the interest on the last month's rent deposit	- \$43.30
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	\$10,412.19
Plus daily compensation owing for each day of occupation starting January 18, 2024	\$55.77 (per day)