



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

Feb 06, 2024

James W. Campbell

Landlord and Tenant Board

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

Citation: Premax Management Limited v Brooks, 2024 ONLTB 9764

Date: 2024-02-06

File Number: LTB-L-015373-23

In the matter of: 1512, 3400 EGLINTON AVE E
SCARBOROUGH ON M1J2H8

Between: Premax Management Limited Landlord

And

Natasha Brooks Tenant

Premax Management Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Brooks (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application)
- the Tenant persistently paid the rent late (L2 Application)

This application was heard by videoconference on November 23, 2023.

Only the Landlord's Representative David Ciobotaru attended the hearing.

As of **2:16 pm**, 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:

The L1 Application

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 \$1,079.46. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$35.49. This amount is calculated as follows: \$1,079.46 x 12, divided by 365 days.
5. The Tenant has paid \$9,217.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$2,268.35.

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 \$940.00 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 \$141.75 is owing to the Tenant for the period from September 15, 2014 to November 23, 2023.

L2 Application

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. Therefore, I will order eviction.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

4. The Landlord gave the Tenant an N8 notice of termination, deemed served on February 13, 2023.
5. The notice of termination contains the following allegations: the Tenant persistently paid the rent late.

Persistently Late

6. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 12 times in the past 12 months, from March 2022 – February 2023.
7. Since the application was served, the rent was paid late 9 times out of 9 months.
8. I find, on a balance of probabilities, that the rent has been persistently paid late.
9. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief from Eviction

10. 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.
11. The Landlord attempted to establish payment plan with the Tenant to no avail.
12. The Landlord was not aware of any reason to grant relief from eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 17, 2024.
2. If the unit is not vacated on or before February 17, 2024, then starting February 18, 2024, 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 February 18, 2024.
4. As of the date of the hearing, the amount of the rent arrears is **\$938.17**, after deducting the rent deposit and interest owing.
5. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$79.73 per day for compensation for the use of the unit starting November 28, 2023 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant owes the Landlord is **\$1,124.17**.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 17, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2024 at 7.00% annually on the balance outstanding.

February 6, 2024
Date Issued

James W. Campbell

James Campbell
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 18, 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	\$11,236.92
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,217.00
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	- \$940.00
Less the amount of the interest on the last month's rent deposit	- \$141.75
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	\$1,124.17
Plus daily compensation owing for each day of occupation starting November 24, 2023	\$35.49 (per day)