



APR 24, 2023

Landlord and Tenant Board

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

Citation: GNPA HOLDINGS INC. v FAUGHT, 2023 ONLTB 33139

Date: 2023-04-24

File Number: LTB-L-078768-22

In the matter of: 1, 634 KORAH ROAD
SAULT STE. MARIE ON P6C4K1

Between: DANIEL DANYSHYN
GNPA HOLDINGS INC. Landlord
TRICIA CHRISTIAN
TIM PLAN

And

MILA FAUGHT Tenant
NICOLE FAUGHT

DANIEL DANYSHYN, GNPA HOLDINGS INC., TRICIA CHRISTIAN, and TIM PLAN (TP) (the 'Landlord') applied for an order to terminate the tenancy and evict MILA FAUGHT and NICOLE FAUGHT (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 October 17, 2022

Only the Landlords attended the hearing.

As of 10:00am, 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:


1. The Landlord applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent. The Landlord served a notice of termination to the Tenant on September 22, 2021 with a termination date of November 30, 2021.
2. This is a month-to-month tenancy
3. Rent is due on the first of the month.
4. At the hearing, In the N8, the Landlord indicated that the Tenant did not pay the monthly rent on time 7 times in 12 months from October 01, 2021 to October 01 2022. TP submitted that the Tenant has failed to pay the monthly rent in full and on time each month from April 01, 2022 to October 01, 2022.

5. The Landlord's Schedule A was detailed and indicates when the Tenant had paid the rent late. TP also submitted that the Landlord has spoken to the Tenant on a number of occasions regarding late payment of rent.
6. Based on the Landlord's uncontested evidence, I am satisfied that the Tenant has persistently failed to pay the rent on the date it was due.
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 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. The Tenant must move out of the rental unit on or before May 5, 2023.
2. The Tenant shall also pay the Landlord compensation of \$42.74 per day for the use of the unit starting April 23, 2023 until the date the Tenant moves out of the unit.
3. If the unit is not vacated on or before May 5, 2023, then starting May 6, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 May 6, 2023.
5. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 6, 2023 at 6.00% annually on the balance outstanding.

April 24, 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 November 6, 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.

