



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

Citation: London Polonia Towers Inc. v Weedmark, 2023 ONLTB 18196

Date: 2023-02-06

File Number: LTB-L-063581-22
(SWL-54769-21)

In the matter of: 403, 440 SOUTH STREET
LONDON ONTARIO N6B1C2

Between: London Polonia Towers Inc. Landlord

And

Heather Weedmark Tenant

2023 ONLTB 18196 (CanLII)

London Polonia Towers Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Heather Weedmark (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. **This is the L1 Application.**

The Landlord also 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. **This is the 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 January 11, 2023.

The Landlord's Agent, Janice Sharrard, and the Landlord's Legal Representative, Gail Kukor-Lang, attended the hearing.

As of 11:44 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

1. At the hearing, the Landlord's Legal Representative requested consent of the Board to withdraw their application.
2. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the application.

L2 Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated on February 17, 2023.
4. On August 5, 2021, the Landlord gave the Tenant an N8 notice of termination ('N8 Notice'). The notice of termination contains the allegations that the Tenant has been persistently late paying the monthly rent.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. The tenancy is month to month.
7. Rent is due on the first of each month.
8. From September 2020 to August 2021, the Tenant did not pay the rent in full by the first of each month eleven (11) times.
9. I find that the N8 Notice is in compliance with the *Residential Tenancies Act, 2006*, (the 'Act') as it meets the 60-day requirement and provides sufficient details as to the reason for the notice.
10. The Landlord's Agent testified that although the Tenant has paid the rent arrears owed to the Landlord, the Tenant has paid the rent late rent late seventeen (17) times over a two year period.
11. On the Landlord's unopposed evidence, I find that the Tenant has persistently failed to pay the rent on the date it was due, as specified on the N8 notice. In addition, since this application was filed the Board, the Tenant failed to pay rent in full and on time from August 2021 to November 1, 2022.
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's Legal Representative submitted that the Landlord is unaware of any circumstances of the Tenant that would cause the termination of the tenancy to be delayed or denied. The Tenant did not attend the hearing to give evidence of their circumstances.

Daily Compensation

13. Based on the Monthly rent, the daily compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12, divided by 365 days.
14. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

It is ordered that:

L1 Application

1. The Landlord's application is dismissed.

L2 Application

2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 17, 2023.
3. If the unit is not vacated on or before February 17, 2023, then starting February 18, 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 February 18, 2023.
5. The Tenant shall pay the Landlord compensation of \$26.30 per day for the use of the unit starting January 12, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2023 at 5.00% annually on the balance outstanding.

February 6, 2023
Date Issued

Susan Priest
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 August 18, 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.