



Order under Section 69 and 89 Residential Tenancies Act, 2006

Citation: Max Rez Corporation v Akande, 2024 ONLTB 2902

Date: 2024-01-12

File Number: LTB-L-020039-23

In the matter of: 42, 1757 UNIVERSITY AVE W
WINDSOR ON N9B1C5

Between: Max Rez Corporation Landlord

And

Sunday Akande Tenant

Max Rez Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sunday Akande (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 December 4, 2023.

Only the Landlord attended the hearing.

As of 1:45 p.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 \$1,319.44. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.38. This amount is calculated as follows: \$1,319.44 x 12, divided by 365 days.

5. The Tenant has paid \$3,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2023 are \$15,477.08.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

9. 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 9 times in the past 13 months.
10. Since the notice was served the Tenant has paid late an additional one time and the rent has not been paid for the remaining 10 months.

Relief from Eviction

11. 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. 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 January 23, 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 \$15,663.08. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$43.38 per day for the use of the unit starting December 5, 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 January 23, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2024 at 7.00% annually on the balance outstanding.
6. If the unit is not vacated on or before January 23, 2024, then starting January 24, 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 January 24, 2024.

January 12, 2024

Date Issued

Christopher Lin

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 July 24, 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 to void the eviction order and continue the tenancy if the payment is made on or before January 23, 2024

Rent Owing To January 31, 2024	\$20,396.52
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$16,982.52

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$17,931.16
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$14,517.16
Plus daily compensation owing for each day of occupation starting December 5, 2023	\$43.38 (per day)

