



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

**Citation:** Morguard Corporation as agent for Revenue Properties Company Limited v Reia, 2024 ONLTB 25476  
**Date:** 2024-04-12  
**File Number:** LTB-L-058180-23

**In the matter of:** 1217, 131 BLOOR ST W  
TORONTO ON M5S1S3

**Between:** Morguard Corporation as agent for Revenue Properties Company Landlord  
Limited

**And**

Elsa Reia Tenant

Morguard Corporation as agent for Revenue Properties Company Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Elsa Reia (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 April 2, 2024.

Only the Landlord's Legal Representative Faith McGregor attended the hearing.

As of 10:41 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:**

1. 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. However, the tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On July 18, 2023, the Landlord gave the Tenant an N8 notice of termination deemed served on July 23, 2023. The notice of termination contains the following allegations:

2024 ONLTB 25476 (CanLII)

	MONTHLY RENT DUE	DATE MONTHLY RENT PAID
1	August 1, 2022	January 27, 2023
2	September 1, 2022	February 13, 2023
3	October 1, 2022	March 17, 2023
4	November 1, 2022	March 17, 2023
5	December 1, 2022	April 21, 2023
6	January 1, 2023	June 8, 2023
7	February 1, 2023	Not Paid in Full
8	March 1, 2023	Not Paid
9	April 1, 2023	Not Paid
10	May 1, 2023	Not Paid
11	June 1, 2023	Not Paid
12	July 1, 2023	Not Paid

*Rent has been paid late 12 times in the last 12 months.*

4. I find that the N8 notice complies with the *Residential Tenancies Act, 2006*, it meets the 60 day requirement, and it provides sufficient details as to the reason for the notice.
5. The Landlord's Legal Representative submitted that 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 leading up to the application filing.
6. The Tenant did not attend the hearing, based on the uncontested evidence before the Board, I am satisfied on a balance of probabilities, that the Tenant has consistently failed to pay the rent on the date it was due, contrary to the terms of their lease.
7. After the application was filed and up March 31, 2024, the Tenant has paid their rent on time with the exceptions of September 2023 and October 2023 which was paid jointly on October 4, 2023. Based on the date of the hearing, the lawful rent payable on April 1, 2024 was not yet confirmed as received by the Landlord.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

9. The Landlord seeks a standard order, alternatively a conditional order with terms as agreed to between the parties and as disclosed at the time of the hearing.
10. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. In arriving at my determination, I take into consideration the Landlord's Legal Representative's submissions and the Tenant's demonstrated effort to pay rent on time in the period after the application filing.
11. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord monthly rent owing on or before the first business day of each month commencing May 1, 2024 and continuing thereafter until and including April 30, 2025.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 23, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 24, 2024 at 7.00% annually on the balance outstanding.

**April 12, 2024**

**Date Issued**

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Alicia Johnson

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.