



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

Citation: Ampex Management Limited v Patel, 2024 ONLTB 6540

Date: 2024-02-15

File Number: LTB-L-055517-23

In the matter of: 504, 3750 ST CLAIR AVE E
SCARBOROUGH ON M1M1T9

Between: Ampex Management Limited Landlord

And

Rizwana Patel Tenant

Ampex Management Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Rizwana Patel (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).

This application was heard by videoconference on January 15, 2024.

Only the Landlord's legal representative B. Rubin attended the hearing.

As of **9:32 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 – 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 \$947.12. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.14. This amount is calculated as follows: \$947.12 x 12, divided by 365 days.
5. The Tenant has paid \$5,360.88 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2024 are \$1,265.76.
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 \$750.00 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 \$39.51 is owing to the Tenant for the period from June 1, 2020 to January 15, 2024.

L2 Application – Persistent Late Payment of Rent

10. 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 11 times in the past 12 months for the period August 2022 to July 2023.
11. The Landlord's legal representative stated that since N8 notice of termination was served on the Tenant, the Tenant has continued to pay the rent late for the months of August and October 2023.

Relief from Eviction

12. 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. The Landlord was not aware of any circumstances that support granting relief from eviction. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear the evidence regarding the Tenant's circumstances or to dispute the Landlord's application for an eviction order.
13. The Landlord's legal representative is seeking a standard 11-day order for termination of the tenancy on the basis of persistent late payment of the rent. The Landlord's legal representative also stated that the Landlord had attempted to contact the Tenant on numerous occasions regarding the issue of late payment but did not receive any responses from the Tenant. He further stated that the Landlord relies on the cash flow from prompt rent payments to cover his monthly expenses.

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 February 26, 2024
2. The Tenant shall pay to the Landlord \$182.23. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$31.14 per day for the use of the unit starting January 16, 2024, until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before February 26, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 27, 2024 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before February 26, 2024, then starting February 27, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 27, 2024.

2024 ONL TB 6540 (CanLII)

February 15, 2024

Date Issued

Joy Xiao

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 27, 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	\$6,146.62
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,360.88
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	- \$750.00
Less the amount of the interest on the last month's rent deposit	- \$39.51
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	\$182.23
Plus daily compensation owing for each day of occupation starting January 16, 2024	\$31.14 (per day)