



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

Citation: Patel v Holt, 2024 ONLTB 2644

Date: 2024-01-16

File Number: LTB-L-034554-22

2024 ONLTB 2644 (CanLII)

In the matter of: 30, 50 HILLCREST AVE
BRAMPTON ON L6W0B1

Between: Mukeshkumar Patel Landlord

And

Karen Holt
Sydney Reynolds
Brandon Wilson
Bianaca Wilson Tenants

Mukeshkumar Patel (the 'Landlord') applied for an order to terminate the tenancy and evict Karen Holt, Sydney Reynolds, Brandon Wilson and Bianaca Wilson (the 'Tenants ') because:

- the Tenants have been persistently late in paying the Tenants rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on November 14, 2023.

The Landlord and the Tenants Karen Holt and Sydney Reynolds attended the hearing. The Tenants spoke on behalf of Brandon and Bianca Wilson.

Determinations:

1. On June 17, 2022, the Landlord gave the Tenants a Notice to Terminate at the End of the Term for persistent late payment of rent (N8 Notice) with a termination date of September 30, 2023.
2. I find that the N8 notice is in compliance with the *Residential Tenancies Act, 2006*, it meets the 60-day requirement, and it provides sufficient details of the reason for the notice.

3. The Tenants did not disagree that the rent has been paid late over a 22-month period.
4. On the Landlord's unopposed evidence, I find that the Tenants have persistently failed to pay the rent on the date it was due, as specified on the notice, and as required by the lease agreement.

File Number: LTB-L-034554-22

Section 83 Considerations

5. The Landlord seeks termination of the tenancy. The Landlord testified that prior to the N8 notice being filed, the Tenants would occasionally pay late, but now, it's on a monthly basis.
6. The Landlord submitted that there is severe prejudice to him if the tenancy continues as he cannot cover both his mortgage and that for the rental property if the Tenants fail to pay their rent on time. That the mortgage interest rate has increased from 5% to 9% and the rent alone does not cover the mortgage. That he cannot continue begging for money from the Tenants. The Landlord believes that a pay on time order will not be sustainable for the Tenants as they have not paid on time in the last 22 months.
7. The Tenants submitted that they have paid late because they have been going through a lot of issues. That K.H. had lost her job and therefore, they were unable to pay the rent on time.
8. K.H. submitted that both Brandon and Bianca Wilson are fulltime students and were unable to help with rent payments. S.R. was also previously out of the country during Covid so she was unable to help with rent payments, however, she has now been back since September 2023. K.H. submitted that she has now secured full-time and part-time work so paying the rent on time will not be a problem. S.R. also submitted that she is able to help with the rent with her self-employment income.
9. The Tenants submitted that their combined monthly income totals \$6,500.00 with only \$1,862.00 in expenses per month as the other two tenants are out of the home in full-time school. The monthly income allows the Tenants the opportunity to pay the monthly rent in full and on time.
10. The Landlord submitted that in the 4 years, the rent has always been late. That allowing the Tenants to stay will be stressful for him as paying 2 mortgages is hard. That he believes the Tenants will pay on time for 2 months and then return to paying the rent late.
11. I find that the Tenants have persistently paid their rent late, however, the Tenants submitted that they are now back on their feet and can afford to pay the rent on time. The Landlord did not dispute and or challenge the Tenants evidence regarding their source of income. I

find that the Tenants combined income and expenses allow the tenancy to be viable. Allowing the Tenants to pay the rent on time is fair in these circumstances.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.

File Number: LTB-L-034554-22

2. The Tenants shall pay the rent on the 1st day of each month, for a 12-month period commencing February 1, 2024 to January 1, 2025 inclusive.
3. If the Tenants fail 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 Tenants. 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 Tenants.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application on or before January 27, 2024.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 27, 2024, the Tenants will start to owe interest. This will be simple interest calculated from January 28, 2024 at 7.00% annually on the balance outstanding.

January 16, 2024

Date Issued

Mayra Sawicki

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.