



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

**Citation:** Enterprise Reit Operating LP v Pederson, 2024 ONLTB 11556

**Date:** 2024-02-13  
**File Number:** LTB-L-056824-23

**In the matter of:** 709, 222 GAGE AVE S HAMILTON  
ON L8M3M4

**Between:** Enterprise Reit Operating LP Landlord

**And**

Brenda Pederson Tenants  
Brandon Kyle Pedersen  
Agustus Cameron Terceira

Enterprise Reit Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Brenda Pederson, Brandon Kyle Pedersen and Agustus Cameron Terceira (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 January 31, 2024.

Only the Landlord's representative David Ciobotaru attended the hearing.

As of 10:05 a.m., the Tenants were 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 costs of the application. However, as explained below a conditional pay on time order for twelve months in duration is ordered, plus the application filing fee.

2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants were in possession of the rental unit as of the hearing date.
4. Based on the Monthly rent, the daily compensation is \$53.59. This amount is calculated as follows: \$1,629.91 x 12, divided by 365 days.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**File Number:** LTB-L-056824-23

6. The Landlord collected a rent deposit of \$1,537.17 from the Tenants and this deposit is still being held by the Landlord.

#### N8 Notice of Termination

7. On July 12, 2023, the Landlord gave the Tenants an N8 notice of termination deemed served on July 12, 2023, with a termination date of September 30, 2023.
8. I find that the N8 notice complies with the *Residential Tenancies Act*, 2006 (the 'Act') in that it meets the 60-day notice requirement and provides sufficient details as to the reasons for the notice. The notice of termination contains the following allegations: That between July of 2022 and June of 2023 the Tenants failed to pay their rent on the date it became due and payable on 12 occasions, out of twelve months.
9. The Landlord's representative submitted a ledger into evidence which shows that rent was not paid on the date it became due and payable for July 2022, August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023, March 2023, April 2023, May 2023 and June 2023. After issuing the N8 notice, the ledger also demonstrates that rent continued to be paid late in the general range of several days to several weeks late. As such, the Landlord has proven the basis of the N8 notice.
10. The Landlord's representative sought an order which would require the Tenants to make on time payments of rent for twelve months, subject to a section 78 clause, and the application filing fee. The Landlord's representative also withdrew the claim for daily compensation from the termination date outlined in the N8 notice given their request for a conditional order.

#### Relief from Eviction

11. When asked if he were aware of any factors which would warrant a delay or denial of an eviction on the part of the Tenants, the Landlord's representative stated that he was not and indicated that the Landlord wished to provide the Tenants with a further opportunity to make on time payments. I have considered all of the disclosed circumstances in

accordance with subsection 83(2) of 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. The Tenants were not present to request additional relief.

**It is ordered that:**

1. Commencing March 1, 2024 and through to and including February 1, 2025, the Tenants shall pay their lawful monthly rent on or before the first day of each month.
2. If the Tenants fail to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of 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.
3. The Tenants shall pay to the Landlord the \$186.00 filing fee by February 24, 2024.

**File Number:** LTB-L-056824-23

4. If the Tenants do not pay the Landlord the full amount owing in paragraph 3 before February 24, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 25, 2024 at 7.00% annually on the balance outstanding.

**February 13, 2024**

**Date Issued**

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Madeline Ntoukas

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.