



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

Citation: Centurion Property Associates Inc v Bocas, 2024 ONLTB 8677

Date: 2024-02-09

File Number: LTB-L-041979-23

In the matter of: 306, 11 WENDY CRT
CAMBRIDGE ON N1R8A7

Between: Centurion Property Associates Inc Landlord

And

Samantha E. Bocas Tenant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Samantha E. Bocas (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 January 24, 2024.

Only the Landlord's Legal Representative, Robert Rose attended the hearing.

As of 9:47 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. The Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. The Tenant has persistently failed to pay the rent on time. The tenancy will be terminated.

2. The Landlord's Legal Representative request to withdraw the portion of their application relating to daily compensation was granted.

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N8 Notice of Termination:

3. On April 10, 2023, the Landlord gave the Tenant an N8 Notice of Termination. The Notice of Termination contains the following allegations:

The rent has been paid late 12 times for the past 12 months. The Notice includes a rent ledger showing the dates and payments made for the period starting May 1, 2022, through to April 1, 2023.

4. The Tenant was in possession of the rental unit on the date the application was filed.
5. 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 as of the reason for the Notice.
6. The Landlord's Legal Representative gave unopposed evidence confirming that the Tenant has persistently failed to pay the rent on the date it was due, as specified on the Notice. He also testified that after the application was filed the Tenant failed to pay the rent in full and on time up to the date of the hearing. The late payments or partial payments of rent continued with partial payments made being paid as follows: \$400.00 on May 31, 2023; \$700.00 on August 8, 2023; \$150.00 on October 30, 2023; \$400.00 on November 13, 2023 and \$75.00 on January 8, 2024.
7. The Landlord sought a termination of the tenancy due to the persistent late payment of rent.
8. On the basis of the uncontested evidence before me, I find that the Tenant has been persistently late in paying the Tenant's rent.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's Legal Representative testified that the late payment of rent is financially prejudicial to the Landlord and he was unaware of any circumstances of the Tenant that would cause me to delay or deny an eviction, and the Tenant failed to attend the hearing to provide evidence of their circumstances.

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11. With respect to the request to withdraw that portion of the application related to daily compensation, the Representative identified that a separate L1/L9 Application had been filed and heard for the collection of rent.-An order is expected to be issued shortly. The Landlord wished to reduce the risk of duplicate arrears being ordered in this application. Having considered the Landlord's Legal Representative's submissions, I consented to this request to withdraw the portion of the L2 application relating to daily compensation.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 20, 2024.
2. If the unit is not vacated on or before February 20, 2024, then starting February 21, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 21, 2024.
4. The Tenant shall 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 February 20, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 21, 2024 at 7.00% annually on the balance outstanding.

February 9, 2024

Date Issued

Ilan Shingait
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 of the Tenant expires on August 21, 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.

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