



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

Citation: Trottier v Jeyachandran, 2024 ONLTB 62246

Date: 2024-08-27

File Number: LTB-L-035694-24

In the matter of: 53 LIGHTFOOT PL
KANATA ON K2L3M3

Between: Michel Trottier Landlord

And

lynkaran Jeyachandran Tenant
Lisbeth Roca

Michel Trottier (the 'Landlord') applied for an order to terminate the tenancy and evict lynkaran Jeyachandran and Lisbeth Roca (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

Only the Landlord and the Landlord's representative Lori Shephard attended the hearing.

As of 1:52 p.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.

It is determined that:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, **the Tenancy will be terminated on September 7, 2024.**
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 30, 2024, the Landlord gave the Tenant an N8 notice of termination (the "N8") with a date of termination of June 30, 2024, alleging the Tenant was persistently late paying rent.
4. The rent is due on the 1st day of each month.
5. The Landlord provided a ledger showing that every month from July, 2022 to April, 2024 the rent was not paid in full on the 1st of each month. The rent was paid several days to several weeks late, 22 times in the previous 23 months prior to the N8 being served,

except the month of November 2023 which was paid 1 day late and March, 2024 which was paid on time.

6. After the N8 was served the rent was paid on time.
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 \$760.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$30.87 is owing to the Tenant for the period from January 1, 2023 to August 15, 2024.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
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 Tenant did not attend the hearing.
11. I am satisfied the Landlord did not acquiesce, but gave an N8 notice of termination in 2023, which contained procedural errors and resulted in a dismissal in April of 2024. The Landlord testified he communicated his need to have the tenants pay the rent on time numerous times both verbally and through text over the past two years. Despite the 3 months paid on time after the N8 was served, the extensive history of late payments is significant and I do not believe a pay-on-time order would be successful.

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 September 7, 2024.
2. If the unit is not vacated on or before September 7, 2024, then starting September 8, 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 September 8, 2024.
4. The Tenant shall also pay the Landlord compensation of \$24.99 per day for the use of the unit starting August 16, 2024 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. The Landlord owes \$790.87 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
7. If the Tenant does not pay the Landlord the full amount owing on or before September 7, 2024, the Tenant will start to owe interest. This will be simple interest calculated from September 8, 2024 at 7.00% annually on the balance outstanding.

August 27, 2024

Date Issued

Julie Broderick

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 March 8, 2025 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.