



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

Citation: Investments v Mcmillan, 2024 ONLTB 62150

Date: 2024-09-03

File Number: LTB-L-042661-24

In the matter of: 317, 290 ASHLAND AVE
LONDON ON N5W5P7

Between: Miradome Investments Landlord

And

Stacey Mcmillan
Lennie Gordon Tenants

2024 ONLTB 62150 (CanLII)

Miradome Investments (the 'Landlord') applied for an order to terminate the tenancy and evict Stacey Mcmillan and Lennie Gordon (the 'Tenants') because the Tenants have been persistently late in paying the Tenant's rent.

This application was heard by videoconference on August 14, 2024.

Only Patricia and Victor Slobodian attended the hearing on behalf of the corporate Landlord. Kory Macdonald also attended the hearing as a witness for the Landlords.

As of 9:48 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.

It is determined that:

Preliminary Issue

1. Kory Macdonald sought to represent the Landlord at the hearing and after making inquiries I was not satisfied that Kory Macdonald had standing to appear as a representative before the Board.
2. As principals of the corporate Landlord were present at the hearing, the application proceeded with the evidence of Patricia and Victor Slobodian and Kory Macdonald gave testimony as a witness.

L2 Application

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy between the Landlord and the Tenants is terminated. The Tenants must vacate the rental unit on or before September 6, 2024.

4. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

5. On April 26, 2024, the Landlord gave the Tenant an N8 notice of termination with a termination date of June 30, 2024. The notice of termination contains the allegation that the Tenants have persistently paid their rent late.

Persistently Late

6. The Tenants have 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 10 times in the past 15 months. The Tenants paid their rent late in February, March, April, May, August and October of 2023. The Tenants paid their rent late every month from January to April, 2024.
7. The Landlord's witness testified that no rent has been paid since service of the notice but further clarified that he believes the Tenants have tried to pay rent, but the Landlord has not accepted the rent payments.
8. The Landlord's witness further testified that the Tenants asserted they tried to make rent payments, but the payments were not deposited by the Landlord. The Landlord's evidence is that rent payments were not deposited intentionally with the intent of keeping things "neat and tidy".

Rent Deposit and Costs

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$975.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$86.91 is owing to the Tenants for the period from June 1, 2019 to August 14, 2024.

Relief From Eviction

11. The evidence before me is that the Landlord has refused to accept the Tenant's rent. Accordingly, I am unable to ascertain whether the Tenants have made efforts to correct the issue of late payment however, in light of the circumstances I do not find it unreasonable to delay eviction for a brief period.
12. 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 postpone the eviction until September 30, 2024 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before September 30, 2024.

2. If the unit is not vacated on or before September 30, 2024, then starting October 1, 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 October 1, 2024.
4. The Tenants shall also pay the Landlord compensation of \$34.83 per day for the use of the unit starting August 15, 2024 until the date the Tenants moves out of the unit.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$1,061.91 which is the amount of the rent deposit and interest on the rent deposit.

September 3, 2024
Date Issued

Kyle McGraw
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 April 1, 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.