



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

**Citation:** Oxford Properties Group v Mudan, 2024 ONLTB 564

**Date:** 2024-01-09

**File Number:** LTB-L-046664-23

**In the matter of:** 1407, 75 CHAROLAIS BLVD BRAMPTON  
ON L6Y2R8

**Between:** Oxford Properties Group Landlord

**And**

Sukvir Mudan Kalwant Mudan Tenants

Oxford Properties Group (the 'Landlord') applied for an order to terminate the tenancy and evict Sukvir Mudan and Kalwant Mudan (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 October 3, 2023.

The Landlord's legal representative Faith McGregor and the Tenant Sukvir Mudan attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated effective January 20, 2024.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination – Persistently Late

3. On May 24, 2023, the Landlord gave the Tenants an N8 notice of termination deemed served on May 29, 2023. The notice of termination contains the following allegations: between June 1, 2022 and May 2023 the Tenants failed to pay rent on time on each month.
4. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late 12 times in the past 12 months:

**File Number:** LTB-L-046664-23

<b>DUE</b>	<b>PAID</b>
June 1, 2022	June 30
July 1	August 22
Aug. 1	Sept. 13
Sept. 1	Oct. 12
Oct. 1	Nov. 22
Nov. 1	Dec. 21
Dec. 1	Jan. 29, 2023
Jan. 1, 2023	March 1
Feb. 1	April 11
March 1	May 2
April 1	Partial
May 1	Not paid

5. The Landlord submitted that subsequently, all payments have been late, and no change has occurred in the Tenants' pattern of late payment since the N8 notice was issued.
6. The Landlord's Legal Representative stated that the Landlord is not seeking daily compensation.
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 \$1,467.65 from the Tenants and this deposit is still being held by the Landlord.
9. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

Relief from eviction

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.

11. At the time that the application was filed, rent had been late or unpaid every month in the preceding year. After the application was filed, each payment was late, which means that in total 17 consecutive months of rent payments were made late. These are not payments that were a few days late, but on the contrary were often significantly over half a month late.
12. The Tenant testified that they have not been paying on the 1<sup>st</sup> of the month because she does not have automatic payment set up for the rent. While the Tenant submits that she will immediately set up automatic rent payment withdrawals and that a conditional order would be appropriate, she did not explain why automatic payment was not set up previously, other than suggesting that she had a hard time contacting the office.
13. She stated that the combined income of the two Tenants is sufficient to pay the rent, and that she wishes to remain in the rental unit as it is close to services. She also stated that

**File Number:** LTB-L-046664-23

both Tenants are employed although she was unsure of some of her monthly expenses when questioned by the Landlord's Legal Representative and stated that sometimes her account goes into overdraft.

14. While it may be the case that the Tenants have sufficient funds to pay the rent, the Tenants' payment history indicates that, at best, paying rent on time and in full has not been a priority. Because the pattern did not change even in the 5 months after the Tenants were put on notice that an application was before the Board until the hearing, I do not find that a conditional order would be appropriate in the circumstances.
15. The Landlord is entitled to be paid on time and should not be prejudiced further by unpredictable rent payments.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated, effective January 20, 2024.
2. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
3. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing on or before January 20, 2024, the Tenants will start to owe interest. This will be simple interest calculated from January 21, 2024 at 7.00% annually on the balance outstanding.

5. If the unit is not vacated on or before January 20, 2024, then starting January 21, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 January 21, 2024.

**January 9, 2024**

**Date Issued**

\_\_\_\_\_  
Margo den Haan

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 July 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.