



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

Citation: 468 Ottawa North Residences Corp. v Ouellette, 2023 ONLTB 80047

Date: 2023-12-08

File Number: LTB-L-011079-23

In the matter of: 307A, 468 OTTAWA ST N
HAMILTON ON L8H4A6

Between: 468 Ottawa North Residences Corp. Landlord

And

Kimberly Ouellette Tenants
Troy Ouellette

468 Ottawa North Residences Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Kimberly Ouellette and Troy Ouellette (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.

Only the Landlord's legal representative Jamuna Ganesan attended the hearing.

As of 10:43 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 the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenants is terminated effective January 31, 2024.

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

N8 Notice of Termination – persistent late

3. On January 23, 2023, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the following allegations: the Tenants paid rent late 11 times between February 1, 2022 and January 1, 2023.

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4. 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 11 times in the past 11 months:

Feb. 1, 2022:	Feb. 3, 2022
March 1:	March 3
May 1:	May 2
June 1:	June 9
July 1:	July 7
August 1:	August 4
Sept. 1:	Sept 15
Oct. 1:	Oct. 14
Nov. 1:	Nov. 16
Dec. 1:	Dec. 24
Jan. 1, 2023:	Jan. 22, 2023

5. The Landlord’s evidence was that subsequently, the rent was progressively later each month from February 2023 to September 2023 and the October rent was unpaid as of the date of the hearing.

Daily compensation, NSF charges, rent deposit

6. The Tenants were required to pay the Landlord \$9,437.39 in daily compensation for use and occupation of the rental unit for the period from April 1, 2023 to October 3, 2023.

7. The lawful monthly rent changed to \$1,581.88 effective October 1, 2023. Based on the Monthly rent, the daily compensation is \$52.01. This amount is calculated as follows: \$1,581.88 x 12, divided by 365 days.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord's Legal Representative indicated that this cost has been paid.
9. The Landlord collected a rent deposit of \$1,525.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$56.74 is owing to the Tenants for the period from October 1, 2021 to October 3, 2023.
10. 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

11. The Landlord requested a standard order with an extension of time. As the Tenants were not present, I did not have the benefit of any submissions with respect to subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). Based on the Landlord's request, I find

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that it would not be unfair to postpone the eviction until January 31, 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 January 31, 2024.
2. If the unit is not vacated on or before January 31, 2024, then starting February 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 February 1, 2024.
4. The Tenants shall pay to the Landlord \$9,673.30, which represents compensation for the use of the unit from April 1, 2023 to October 3, 2023, less any rent paid during this period.
5. The Tenants shall also pay the Landlord compensation of \$52.01 per day for the use of the unit starting October 4, 2023 until the date the Tenants move out of the unit.
6. The Landlord owes \$1,581.74 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
7. The total amount the Tenants owe the Landlord is \$8,277.57 less any rent paid.

8. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2024 at 7.00% annually on the balance outstanding.

December 8, 2023

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 August 1, 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.