



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

**Citation:** High Park Bayview Inc c/o GWL Realty Advisors Residential Inc v Medeiros, 2023  
ONLTB 77885

**Date:** 2023-11-30

**File Number:** LTB-L-030480-23

**In the matter of:** 303, 40 HIGH PARK AVE TORONTO  
ON M6P2S1

**Between:** High Park Bayview Inc c/o GWL Realty Advisors Residential Inc Landlord

**And**

Carlos Medeiros Tenant

High Park Bayview Inc c/o GWL Realty Advisors Residential Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Carlos Medeiros (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 November 14, 2023.

Only the Landlord's representative, Faith McGregor attended the hearing. As of 12: 31 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.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the application is granted and the tenancy will termination.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On April 6, 2023, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges that the Tenant paid the rent late for the following months: May 2022 to April 2023.
4. I find the Tenant has 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.

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5. Since the application was filed in April 2023, the Tenant has paid the rent late for the following months: May 2023 to August 2023. The rent has been paid on time from September 2023 to November 2023.

Daily compensation, NSF charges, rent deposit

6. Based on the Monthly rent, the daily compensation is \$42.93. This amount is calculated as follows: \$1,305.79 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application. The Tenant paid the application filing fee on August 21, 2023.
8. The Landlord collected a rent deposit of \$1,273.95 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$27.75 is owing to the Tenant for the period from January 1, 2023 to November 14, 2023.
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. The Landlord's representative submitted that the Landlord is unaware of any circumstances of the Tenant that would cause the termination of the tenancy to be delayed or denied.
12. The Tenant did not attend the hearing to give evidence of their circumstances and thus, I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.

**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 December 11, 2023.
2. If the unit is not vacated on or before December 11, 2023, then starting December 12, 2023, 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 December 12, 2023.
4. The Landlord owes \$1,301.70 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 for the filing fee.
5. The total amount the Landlord owes the Tenant is \$1115.70.

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6. The Landlord may deduct from the amount owing to the Tenant compensation of \$42.93 per day for the use of the unit starting December 1, 2023 until the date the Tenant moves out of the unit.
7. If the Landlord does not pay the Tenant the full amount owing on or before December 11, 2023, the Landlord will start to owe interest. This will be simple interest calculated from December 12, 2023 at 7.00% annually on the balance outstanding.

**November 30, 2023**

**Date Issued**

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Camille Clyne

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 June 12, 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.

