



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rainy River District Social Services Administration Board v Bruyere jr., 2023 ONLTB 66297

Date: 2023-10-18

File Number: LTB-L-031880-22
LTB-L-031756-22

In the matter of: 1123 FOURTH ST E
FORT FRANCES ON P9A1T6

Between: Rainy River District Social Services Administration Board Landlord

And

Timothy Bruyere jr. and Vanessa Big george Tenant

Rainy River District Social Services Administration Board (the 'Landlord') applied for an order to terminate the tenancy and evict Timothy Bruyere jr. and Vanessa Big george (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application) and Tenant has been persistently late in paying the Tenant's rent (L2 application).

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 September 12, 2023.

Only the Landlord’s representative Sarah DeGagne attended the hearing. .

L2 Application: Persistent Late Payment of Rent

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 Tenant is terminated and the Tenants must vacate the rental unit on or before October 17, 2023.

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

3. **N8 Notice of Termination**

On May 18, 2022, the Landlord gave the Tenant an N8 notice of termination with a termination date of July 31, 2022. The notice of termination contains the following allegations:

4. **Persistently Late**

The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late each month from January 1, 2022 to September 1 2023. The Tenants have not made any rent payments since July 1, 2022. The rent arrears are substantial and the Landlord has tried to communicate with the Tenants to arrange a plan for the rent to be paid in full and on time. The Tenants do not respond.

5. I find that the N8 notice complies with the *Residential Tenancies Act, 2006*, it meets the 60-day requirement, and it provides sufficient details as to the reason for the notice.
6. The Landlord seeks a termination of the tenancy on the basis of persistent late payment of rent and on the basis of the substantial rent arrears.
7. The Tenant did not attend the hearing to provide evidence of their personal circumstances.
8. On the basis of the uncontested evidence before the Board, I am satisfied on a balance of probabilities that the Tenant has consistently failed to pay the rent on the date it was due, contrary to the terms of their lease.

L1 application

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$944.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.04. This amount is calculated as follows: \$944.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,150.00 to the Landlord since the application was filed.

6. The rent arrears owing to September 30, 2023 are \$11,898.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord's representative requested the Board issue a standard order (11-day eviction). 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 Landlord has made several attempts to communicate with the Tenants in order to arrange a repayment plan for the rent arrears. The Tenants do not respond to making repayment arrangements. The rent arrears are substantial and to deny eviction would prejudice the Landlord.
10. Relief from Eviction
11. The Landlord is seeking a standard 11-day order for termination of the tenancy due to the significant amount of the arrears of rent and the Tenant's refusal to enter into a repayment agreement for the arrears of rent. The Landlord's Legal Representative testified that they are not aware of any circumstances of the Tenant that would cause the Board to delay or deny a termination of the tenancy.
12. I have considered all of the disclosed circumstances in accordance with subsections 83(2) and 83(6) of the *Residential Tenancies Act, 2006*, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

L2 Application

1. If the Tenant voids the L1 application for arrears of rent set out in paragraph 6 above, the tenancy between the Landlord and the Tenant is still terminated due to persistent late payment of rent. The Tenant must move out of the rental unit on or before October 31, 2023

L1 Application

2. The Tenant shall pay to the Landlord \$11,543.52. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$31.04 per day for the use of the unit starting September 13, 2023 until the date the Tenant moves out of the unit.

4. If the Tenant does not pay the Landlord the full amount owing on or before October 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 1, 2023 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before October 31, 2023, then starting November 1, 2023, 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 November 1, 2023.

October 18, 2023

Date Issued

Maria Shaw

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 expires on April 18, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A.

Rent Owing To Hearing Date	\$15,507.52
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,150.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,543.52
Plus, daily compensation owing for each day of occupation starting September 13, 2023	\$31.04 (per day)

2023 ONL/TB 66297 (CanLII)