



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

Citation: 13 Lansdowne Holding Corp v Forsythe, 2023 ONLTB 39114

Date: 2023-09-18

File Number: LTB-L-036659-22

2023 ONLTB 39114 (CanLII)

In the matter of: 302, 13 LANSDOWNE AVE N
SARNIA ON N7S2P1

Between: 13 Lansdowne Holding Corp Landlord

And

Annemarie Forsythe Tenant

13 Lansdowne Holding Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Annemarie Forsythe (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 May 15, 2023.

The Landlord's legal representative Kelly Hawkes and the Tenant attended the hearing.

Determinations:

1. The Landlord applied for an order to terminate the tenancy and evict the Tenants because the Tenant persistently failed to pay rent when it was due. The Landlord served on the Tenants an N8 notice on November 17, 2022 to terminate on January 31, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Rent is due on the first of each month.
4. As per the N8 Notice, the Tenants had not paid rent on time by the first day of the month starting from June 01, 2021, to June 01, 2022.
5. The Landlord testified that he had had multiple discussions with the Tenant about paying rent late. As evidence, the Landlord submitted a payment ledger to the Board that indicates the Tenant consistently paid rent late from July 01, 2022, to May 01, 2023.

6. The Tenant disputed that she paid rent late from June 2021 to the present because the Landlord had changed the method of rent payment without any notice. The Tenant claims that she only found out about the rent payment changes after she followed up with the Landlord. The Tenant did not provide evidence of following up with the Landlord about rent payment changes, which the Landlord disputed.

Order Page 1 of 2

File Number: LTB-L-036659-22

7. On a balance of probabilities, I do not find that the Landlord changed the method of rent payment which caused the Tenant not to pay rent on time. The Tenant did not provide sufficient evidence to corroborate her claim, other than her late payment of rent. Even if I was satisfied that there was a changed of rent payment method, I still find that the Tenant persistently paid rent late as she did not pay rent in full and on time from July 2022 to May 2023.
8. 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.

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 September 29, 2023.
2. The Tenant shall also pay the Landlord compensation of \$27.88 per day for the use of the unit starting May 16, 2023 until the date the Tenant moves out of the unit.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before September 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 30, 2023 at 6.00% annually on the balance outstanding.
5. If the unit is not vacated on or before September 29, 2023, then starting September 30, 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 September 30, 2023.

September 18, 2023

Date Issued

Percy Laryea

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 March 31, 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.

Order Page 2 of 2