



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

**Citation:** 1524 Lawrence West Residences Corp v Parras, 2023 ONLTB 50315

**Date:** 2023-07-26

**File Number:** LTB-L-057726-22

**In the matter of:** 102, 1524 LAWRENCE AVE W  
NORTH YORK ON M6L1B7

**Between:** 1524 Lawrence West Residences Corp. Landlord

**And**

John Parras Tenants  
Bernadette Duncan

1524 Lawrence West Residences Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict John Parras and Bernadette Duncan (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 June 28, 2023.

The Landlord, the Landlord's Representative Jamuna Ganesan, and the Tenant Bernadette Duncan attended the hearing.

As of 11:00am, the Tenant John Parras 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 and Ms. Duncan.

**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 is terminated and the Tenants must vacate the rental unit by September 30, 2023.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On September 28, 2022, the Landlord gave the Tenants an N8 notice of termination deemed served on October 3, 2022. The notice of termination contains the following allegations: the Tenants have been persistently late in paying their rent for 12 out of the last 12 months.

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4. I find that 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. Based on the Landlord's rent ledger, the rent was paid late 12 times in the 12 months addressed by the N8 notice of termination:
  - October 1, 2021 was paid on November 2, 2021
  - November 1, 2021 was paid on December 18, 2021
  - December 1, 2021 was paid on January 25, 2022
  - January 1, 2022 was paid on February 28, 2022
  - February 1, 2022 was paid on March 8, 2022
  - March 1, 2022 was paid on March 19, 2022
  - April 1, 2022 was paid on May 13, 2022
  - May 1, 2022 was paid on June 23, 2022
  - June 1, 2022 was paid on June 30, 2022
  - July 1, 2022 was paid on July 21, 2022
  - August 1, 2022 was paid on August 19, 2022
  - September 1, 2022 was partially paid on the date the N8 was served (September 28, 2022) and not clarified at the hearing or in the update sheet
5. The Tenants did not contest any of the above late payments.
6. Since the N8 notice of termination was served the Tenants have continued to pay the rent late as follows:
  - October 1, 2022 was paid on October 21, 2022
  - December 1, 2022 was paid on January 23, 2023
  - January 1, 2023 was paid on February 6, 2023
  - February 1, 2023 was paid on March 5, 2023
  - March 1, 2023 was paid on March 24, 2023
  - April 1, 2023 was paid on May 1, 2023
  - May 1, 2023 was paid on May 22, 2023
  - June 2023 was not paid in full as of the date of the hearing
7. The Tenants shall pay to the Landlord \$1,766.52, which represents compensation for the use of the unit from June 1, 2023 to June 28, 2023. Any payments that the Tenants have made towards the rent from June 1, 2023 onwards must be applied to and deducted from this amount, and may result in the Landlord owing the Tenants the negative balance.
8. Based on the Monthly rent, the daily compensation is \$63.09. This amount is calculated as follows:  $\$1,919.00 \times 12$ , divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,850.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$50.84 is owing to the Tenants for the period from November 15, 2020 to June 28, 2023.
11. 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

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would *not* be unfair to postpone the eviction until September 30, 2023 pursuant to subsection 83(1)(b) of the Act.
13. The Tenant is a single mother of 2 children. Ms. Duncan testified that she is working full-time, looking for additional employment, contacted the Rent Bank to assist with her rent payments, and always intended to pay her rent. The Tenant requested 3-6 months for a delayed eviction. She is concerned that her and her children may be homeless without a delayed eviction. She is also considering moving out-of-province which is a significant undertaking.
14. The Landlord was agreeable to a delayed termination date of August 31, 2023.
15. I do not find there to be significant prejudice to the Landlord by delaying the eviction for 3 months which is just 1 month more than the Landlord requested and at the lowest end of Ms. Duncan's range. Despite the late payments, rent is still being paid and there is less than one month's arrears up to the date of the hearing. In addition, I am mindful that there are children residing in the rental unit.
16. The Landlord's Representative submitted post-hearing submissions on July 7, 2023 at 8:46pm, almost 5 hours past the deadline of 4:00pm. These submissions are unnecessary and irrelevant. I issued an oral direction permitting the Tenant to provide post-hearing evidence related to maintenance issues by July 5, 2023, but no such submissions were received from the Tenant. Further, the Landlord's submissions are based on the incorrect belief that any issues raised by the Tenant would be considered by the Board under section 82 of Act. In fact, that section only applies to rent arrears applications. As explained at the hearing, any submissions received by the Tenant would have been considered pursuant to section 83(3)(a) of the Act which *requires* the Board to refuse an application for eviction where the landlord is in serious breach of the landlord's responsibilities under the Act, including their maintenance obligations under s. 20 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 September 30, 2023.
2. If the unit is not vacated on or before September 30, 2023, then starting October 1, 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 October 1, 2023.
4. The Tenants shall pay to the Landlord \$1,766.52, which represents compensation for the use of the unit from June 1, 2023 to June 28, 2023. Any payments that the Tenants have made towards the rent from June 1, 2023 onwards must be applied to and deducted from this amount, and may result in the Landlord owing the Tenants the negative balance.

5. The Landlord owes \$1,900.84 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 if any.
6. The Landlord is authorized to deduct from the amount owing to the Tenants \$63.09 per day for compensation for the use of the unit starting June 29, 2023 to the date the Tenants move out of the unit.
7. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
9. If the Landlord or the Tenants do not pay the other the full amount owing on or before September 30, 2023, they will start to owe interest. This will be simple interest calculated from October 1, 2023 at 6.00% annually on the balance outstanding.

**July 26, 2023**  
**Date Issued**

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Elan Shemtov  
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 Tenants expires on January 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.