



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

Citation: Anderson v Waite, 2023 ONLTB 42012

Date: 2023-07-24

File Number: LTB-L-033451-22

In the matter of: 47 MARYKNOLL AVE, LINDSAY ON K9V1A7

Between: Ashley Anderson Landlords
Kyle Vaughan

And

Jason Waite Tenant

Ashley Anderson and Kyle Vaughan (the 'Landlords') applied for an order to terminate the tenancy and evict Jason Waite (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on April 26, 2023.

Only the Landlords attended the hearing.

As of 9:44 a.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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is granted and the tenancy will terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On June 14, 2022, the Landlords gave the Tenant an N8 notice of termination. The notice of termination alleges 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 10 times during the period August 2021 to May 2022 as outlined on the N8.
4. The Landlords testified that since the application was filed, the rent has been paid late each month from June 2022 to June 2023.
5. On the basis of the Landlords' uncontested evidence, I find that the Tenant has persistently paid the rent late.

6. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit and the Landlord's application does not request the payment of compensation by the Tenant.

Relief from eviction

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.
9. The Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 4, 2023.
2. If the unit is not vacated on or before August 4, 2023, then starting August 5, 2023, the Landlords 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 Landlords on or after August 5, 2023.
4. The Tenant shall pay to the Landlordss\$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlords the full amount owing on or before August 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 5, 2023 at 6.00% annually on the balance outstanding.

July 24, 2023
Date Issued

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 December 24, 2023 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.