



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

Citation: Mutual Property Management v Moons, 2023 ONLTB 50750

Date: 2023-07-20

File Number: LTB-L-037848-22

In the matter of: 374 ALBERT ST, CORUNNA ON N0N1G0

Between: Mutual Property Management Landlord

And

Jason Moons Tenants
Crystal Moons

2023 ONLTB 50750 (CanLII)

Mutual Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Moons and Crystal Moons (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 May 10, 2023.

The Landlord agents, Christine Halsall and Christine McDonald and the Tenant, Jason Moons attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is granted and the tenancy will terminate.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On July 6, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges that the Tenant paid the rent late for the following months: November, 2021, January 2022 to July 2022 a period of 8 months.
4. Since the application was filed in June 2022, the Tenants have paid the rent late for the following months: August 2022 to May 2023 a period of 10 months.
5. 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. The rent has been paid late 18 times in the past 19 for the period November 2021 to May 2023

6. The Tenant was required to pay the Landlord \$11,079.32 in daily compensation for use and occupation of the rental unit for the period from October 1, 2022 to May 10, 2023.
7. Based on the Monthly rent, the daily compensation is \$49.91. This amount is calculated as follows: \$1,518.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,518.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$31.74 is owing to the Tenant for the period from January 1, 2022 to May 10, 2023.
10. 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

11. 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.
12. The Landlord sought an eviction order based on the circumstances. The Tenant submitted that he would like to preserve the tenancy.
13. The Tenant submitted that he had financial problems that prevented him from paying the rent on time. The Tenant asserted that some of the missed payments were supposed to be made from ODSP he was not aware of the missed payments. He was not aware of any notice from the Landlord regarding late rent.
14. He is currently on ODSP and his wife currently works and the family purchases food with her income. She has a monthly salary of approximately \$1,400.00.
15. I find that based on the Tenants' circumstances and limited income there is no viable way for the Tenant to pay the rent on time. Therefore, I find there is no realistic way to impose a conditional order to pay on time since there is no evidence supporting how a conditional order could be satisfied.
16. I do however find that 30-day delay is fair in the circumstances, so the Tenant can arrange her affairs and move, or pay off the arrears and void the eviction order if she is able.

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 August 20, 2023.

2. If the unit is not vacated on or before August 20, 2023, then starting August 21, 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 August 21, 2023.
4. The Tenants shall pay to the Landlord \$9,529.58, which represents compensation for the use of the unit from October 1, 2022 to May 10, 2023 less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$49.91 per day for the use of the unit starting May 11, 2023 until the date the Tenant moves out of the unit.
6. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenants does not pay the Landlord the full amount owing on or before August 20, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 21, 2023 at 6.00% annually on the balance outstanding.

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July 20, 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 Tenants expires on February 1, 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.

