



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

Citation: 2817808 Ontario Corporation v Deshane, 2023 ONLTB 48868

Date: 2023-07-14

File Number: LTB-L-047570-22

In the matter of: 1, 598 LANSDOWNE DR, OSHAWA ON L1G1W4

Between: 2817808 Ontario Corporation Landlord

And

Candice Deshane Tenant

2817808 Ontario Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Candice Deshane (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 31, 2023.

Only the Landlord and the Landlord's representative, Jordan Nieuwhof attended the hearing.

As of 10:22 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and/or the claim for compensation in the application. Therefore, the application is granted, and the tenancy shall terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On August 22, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges the Tenants have persistently failed to pay the rent on the date it was due. The rent has been paid late 9 times during the period October 2021 to January 2022 and April 2022 to August 2022.
4. The Landlord's representative testified that since the application was filed, the rent has been paid late 6 times during the period September 2022, October 2022 and January 2023 to March 2023 and in May 2023.

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5. On the basis of the Landlord's uncontested evidence, I find, 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 15 times during the period October 2021 to May 2023.
6. The Tenant was required to pay the Landlord \$10,803.29 in daily compensation for use and occupation of the rental unit for the period from November 1, 2022 to May 31, 2023.
7. Based on the Monthly rent, the daily compensation is \$50.96. This amount is calculated as follows: \$1,550.00 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 \$1,550.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$49.07 is owing to the Tenant for the period from August 18, 2021 to May 31, 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 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 Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 18, 2023.
2. If the unit is not vacated on or before July 18, 2023, then starting July 19, 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 July 19, 2023.
4. The Tenant shall pay to the Landlord \$10,803.29, which represents compensation for the use of the unit from November 1, 2022 to May 31, 2023, less the Tenant's rent deposit and interest on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$50.96 per day for the use of the unit starting June 1, 2023 until the date the Tenant moves out of the unit.

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6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$9,390.22.
8. If the Tenant does not pay the Landlord the full amount owing on or before July 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 26, 2023 at 6.00% annually on the balance outstanding.

July 14, 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 January 19, 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.

