



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

Citation: Amelin Property Management v Tracey Ann Speijer, 2023 ONLTB 46004

Date: 2023-06-27

File Number: LTB-L-051483-22

In the matter of: 153 GOVERNOR'S RD
DUNDAS ON L9H6L6

Between: Amelin Property Management Landlord

And

Tracey Ann Speijer Tenant

Amelin Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Tracey Ann Speijer (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 June 13, 2023.

Only the Landlord's Representative, Michael Holzberg, attended the hearing.

As of 10:38am, 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 the claim for compensation in the application. Therefore, the tenancy shall be terminated on July 8, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On September 9, 2022, the Landlord served the Tenant an N8 notice of termination. The notice of termination alleges that the Tenant paid their rent persistently late from March 2022 until September 2022.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. According to the N8, the rent had been paid late 6 times over a 7-month period, with the only time rent was paid on time being June 2022.
5. Since the N8 was served on the Tenant, the Tenant has paid their rent late 8 of the last 9 months, with March 2023 being the only month which was paid on or before the 1st of the month it was due.
6. The Landlord testified that Tenant has not paid their rent since April 2023.
7. Based on the evidence before me, I am satisfied that the Tenant has persistently paid their rent late.
8. The Tenant was required to pay the Landlord \$13,226.45 in daily compensation for use and occupation of the rental unit for the period from December 1, 2022, to June 13, 2023.
9. Based on the Monthly rent, the daily compensation is \$67.83. This amount is calculated as follows: \$2,063.10 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,988.45 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$21.29 is owing to the Tenant for the period from March 1, 2022, to June 13, 2023.
12. 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.
13. The Tenant did not attend the hearing and thus did not provide any evidence that may be relevant to my determination under section 83 of the Act.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 July 8, 2023.

2. If the unit is not vacated on or before July 8, 2023, then starting July 9, 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 9, 2023.
4. The Tenant shall pay to the Landlord \$11,216.71, less any rent that has been paid. This represents compensation for the use of the unit from December 1, 2022, to June 13, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$67.83 per day for the use of the unit starting June 14, 2023, until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 27, 2023

Date Issued

Robert Brown

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 9, 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.

