



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

Citation: SUNNYDALE HOLDINGS LTD v Bissoondyal Tulkanam, 2023 ONLTB 45895

Date: 2023-06-26

File Number: LTB-L-053732-22

In the matter of: H, 523 SUNNYDALE PL WATERLOO
ON N2L4S9

Between: SUNNYDALE HOLDINGS LTD Landlord

And

Bissoondyal Tulkanam Tenant

SUNNYDALE HOLDINGS LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Bissoondyal Tulkanam (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 15, 2023.

Only the Landlord's Representative, Peter Gamer attended the hearing. 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. Relief from eviction is granted, if the Tenant complies with the conditions set out in the order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

On September 19, 2022, the Landlord gave the Tenant an N8 notice of termination terminating the tenancy on November 30, 2022. The notice of termination contains the following allegations: The Tenant has persistently paid rent late.

3. I find, 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. The rent has been paid late 12 times in the past 12 months from October 2021 to September 2022.

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Relief from eviction:

4. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
5. The Tenant after the N8 Notice was received continued to pay rent late however for the most part rent was paid within the month rent was due. The Landlord is seeking a conditional order to allow the Tenant a chance to preserve this tenancy which is reasonable.
6. Given the issuance date of this order, and to ensure the most efficient use of Board's time and resources, if the Tenant pays rent for July 2023 on or before July 5, 2023, it shall be deemed to be paid on time. This will allot the Tenant time, in case he doesn't receive this order on or before July 1, 2023.

It is ordered that:

1. The Tenant shall pay to the Landlord, monthly rent charges, in full and on time, on the first day of each month, for a 12-month period starting July 1, 2023, to June 1, 2024.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

June 26, 2023

Date Issued

Sandra Macchione

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.

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