



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

Citation: MYHOME Properties Inc. v Rosano, 2023 ONLTB 45662

Date: 2023-06-23

File Number: LTB-L-052319-22

In the matter of: 1, 5058 HURON ST
NIAGARA FALLS ON L2E2J7

Between: MYHOME Properties Inc Landlord

And

Ginetta L Rosano Tenant

MYHOME Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ginetta L Rosano (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 14, 2023.

The Landlord's Legal Representative, Judith Callendar and the Landlord's Employee, Puneet Sandu attended the hearing.

As of 9:45 am, 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. At the hearing the Landlord's Legal Representative sought a "pay on time" order, not an order terminating the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 6, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges the Tenant has been persistently late in paying the Tenant's rent.
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. at the time of service of the N8 notice, the rent has been late paying the rent for the period of January 2022 to September 2022. Since the service of the N8 notice, the Tenant has made efforts to pay the rent on time. I accept the

uncontested testimony and evidence of the Landlord, and I am satisfied, on a balance of probabilities, that the Tenant has persistently failed to pay the rent on the date it was due.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. 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 pursuant to subsection 83(1)(a) of the Act as long as the Tenant satisfies the conditions below.

It is ordered that:

1. The Tenant shall pay their lawful monthly rent to the Landlord in full and on time on or before the 1st day each and every month for the twelve (12) consecutive months commencing July 1, 2023 through to and including June 1, 2024.
2. If the Tenant fails to make any one of the payments set out in paragraph 1 above, in full and on time, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act'), without notice to the Tenant for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant fails to make any payment.
3. The Tenant shall pay the Landlord \$186.00 for the cost of filing this application.
4. If the Tenant does not pay the Landlord the full amount owing on or July 7, 2023, the Tenant shall start to owe interest. This will be simple interest calculated from July 8, 2023 at 6.00% annually on the balance outstanding.

June 23, 2023

Date Issued

Trish Carson

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.