



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

Citation: Artel Inc. v Robert Brooks, 2023 ONLTB 44159

Date: 2023-06-15

File Number: LTB-L-037868-22

In the matter of: Unit#1, 147 Broadway
Orangeville ON L9W1K2

Between: Artel Inc. Landlord

And

Robert Brooks Tenant

Artel Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Brooks (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on May 15, 2023.

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

As of 10:26am, 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. The Landlord applied for an order to terminate the tenancy and evict the Tenants because the Tenant persistently failed to pay rent when it was due. The Landlord served on the Tenants an N8 notice on June 14, 2022 to terminate on August 31, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Rent is due on the first of each month.
4. As per the N8 Notice, the Tenants had not paid rent on time by the first day of the month starting from December 01, 2021, to June 01, 2022, except on April 06, 2022, where the Tenant paid \$1,8111.00 to the Landlord for December 2021 and January 2022 rents.
5. The Landlord testified that he had had multiple discussions with the Tenant about paying rent late. As evidence, the Landlord submitted a payment ledger to the Board that indicates the Tenant consistently paid rent late from February 01, 2022, to May 01, 2023. The evidence submitted also shows bank fees the Landlord incurred due to 7 cheques given by or on behalf of the Tenant, which were returned NSF.
6. Based on the Landlord's uncontested evidence, I am satisfied that the Tenant has persistently failed to pay the rent on the date it was due.

7. 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.
8. The Tenants were not present to disclose any circumstances for me to consider delaying or denying eviction. As such, relief will not be granted.

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 June 26, 2023.
2. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the unit is not vacated on or before June 26, 2023, then starting June 27, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 June 27, 2023.

June 15, 2023
Date Issued

Percy Laryea
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 December 27, 2023 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.