



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

Citation: 2517503 Ontario inc. v Wratten, 2023 ONLTB 42071

Date: 2023-06-06

File Number: LTB-L-022143-22

2023 ONLTB 42071 (CanLII)

In the matter of: 3, 350 WALLACE AVE S
LISTOWEL ON N4W0G2

Between: 2517503 Ontario inc. Landlord

And

Clinton Wratten Tenants
Jessica Wratten
Lisa Bell

2517503 Ontario inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Clinton Wratten, Jessica Wratten and Lisa Bell (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on March 8, 2023.

The Landlord attended the hearing.

As of 10:47 a.m., the Tenants were 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 tenancy is a month-to-month tenancy in which rent is due on the first day of the month. The current rent is \$1,315.00. The tenancy began on June 1, 2019.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Landlord's L2 application is based on an N8 notice of termination that was delivered to the Tenants on April 19, 2022 which contained a termination date of June 30, 2022. The notice of termination alleged that the Tenants had been persistently late in paying the rent from March 1, 2021 through to April 1, 2022.

Evidence

4. The Landlord's evidence demonstrates that beginning on and around March 1, 2021, the Tenants have persistently made their rent payments late. This pattern of late payments had

continued through to December 1, 2021, and as of the date of serving the N8 notice, rent payments due for January 1, 2022 to April 1, 2022 had yet to be paid.

5. Since the N8 notice of termination was given to the Tenants, the Tenants had not paid rent.
6. The Landlord described the impact the late payments had by explaining that the Landlord requires the rent to finance the Landlord's obligations in a timely manner. He also explained that he had made efforts to make payment arrangements with the Tenants, however, the Landlord has not had any success coming to a payment agreement.
7. Based on the uncontested evidence before me, I find that the Tenants have been persistently late making their rent payments for the 1st of each of the following months: March 1, 2021 to April 1, 2022 inclusive. This conclusion is supported by the uncontested oral evidence provided by the Landlord during the hearing.

Section 83 considerations

8. 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.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before June 17, 2023.
2. If the unit is not vacated on or before June 17, 2023, then starting June 18, 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 June 18, 2023.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.

June 6, 2023
Date Issued

Emile Ramlochan
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 18, 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.