



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

Citation: Better Living Homes Inc. v Harold J. Hannon, 2023 ONLTB 40997

Date: 2023-06-02

File Number: LTB-L-036370-22

In the matter of: 1005, 126 BELLAMY RD N SCARBOROUGH
ON M1J2L1

Between: Better Living Homes Inc. Landlord

And

Harold J. Hannon Tenant

Better Living Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Harold J. Hannon (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 May 15, 2023.

Only the Landlord's representative, Mark Ciobotaru attended the hearing.

As of 9:49 a.m., 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. However, relief from eviction is granted in the form of a conditional order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On June 14, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges the Tenant has paid the rent late each month for the period January 2022 to June 2022.
4. I find that based on the uncontested evidence before me, the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late each month during the period July 2022 to May 2023.

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5. The Landlord's representative testified that since the application was filed, the Tenant's late payments have improved.

Relief from eviction

6. The Landlord is seeking a conditional order for rent to be paid on time for the period of one year.
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 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Starting July 1, 2023 and continuing through June 30, 2024, the Tenant shall pay the monthly rent on or before the first day of each month.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2023 at 6.00% annually on the balance outstanding.

June 2, 2023
Date Issued

Camille Clyne
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.