



**Order under Section 69 / 88.2  
Residential Tenancies Act, 2006**

**Citation:** Liverpool Road Limited Partnership v Charles Britton, 2023 ONLTB 41036

**Date:** 2023-06-01

**File Number:** LTB-L-041888-22

**In the matter of:** 607 ANN LAND ST  
PICKERING ON L1W1A6

**Between:** Liverpool Road Limited Partnership Landlord

**And**

Charles Britton Tenants  
Paul Lowe

Liverpool Road Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Charles Britton and Paul Lowe (the 'Tenants') because:

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

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

Liverpool Road Limited Partnership (the 'Landlord') also applied for an order requiring Charles Britton and Paul Lowe (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

Only the Landlord's representative, Victoria Zarif attended the hearing.

As of 9:35 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. 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 Tenants were in possession of the rental unit on the date the application was filed.
3. On July 18, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges the Tenants have persistently failed to pay the rent on the date it is due.

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The rent is due on the first date of each month. The rent was paid late 5 times during the period March 2022 to July 2022.

4. The Landlord's representative testified that since the application was filed, the rent has been paid late each month during the period July 2022 to May 2023.
5. On the basis of the Landlord's uncontested evidence, I find that the Tenant has persistently paid the rent late. 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.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### Compensation for unpaid utilities

7. The Tenants failed to pay electricity costs that they were required to pay under the terms of the tenancy agreement.
8. The Landlord has incurred reasonable out-of-pocket expenses of \$562.58 as a result of the Tenants' failure to pay electricity costs. The Landlord's representative submitted documentary evidence in the form of a bill from Elexicon for the period of May 7, 2022 to July 7, 2022.
9. The Landlord has proven that the Tenants failed to pay electricity costs in the amount of \$562.58 that they were required to pay under the terms of the tenancy agreement. This amount will be awarded to the Landlord.

#### Relief from eviction

10. 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.

11. The Landlord is not seeking eviction rather a conditional pat on time order for the period of one year.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants continues if the Tenants 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 Tenants 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

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an order terminating the tenancy and evicting the Tenants. 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 Tenants.

4. The Tenants shall pay to the Landlord \$562.58, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenants owes the Landlord is \$748.58.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 12, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 13, 2023 at 6.00% annually on the balance outstanding.

**June 1, 2023**

**Date Issued**

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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.

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