



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

**Citation:** Real Property Management Gateway v Jaqueline Common, 2023 ONLTB 40426

**Date:** 2023-05-29 **File**

**Number:** LTB-L-039371-22

**In the matter of:** Basement, 234 PENN AVE NEWMARKET  
ON L3Y2S5

**Between:** Real Property Management Gateway Landlord

**And**

Jaqueline Common Tenants  
Jesse William Ronald Bradley  
Sabrina Common

Real Property Management Gateway (the 'Landlord') applied for an order to terminate the tenancy and evict Jaqueline Common, Jesse William Ronald Bradley and Sabrina Common (the 'Tenants') because:

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

This application was heard by videoconference on May 18, 2023 at 9:00 a.m.

Only the Landlord, represented by Zeeshan Rahman, a licensed Paralegal, attended the hearing.

As of 10:49 a.m., the Tenants 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 in the application. Therefore, I will be granting the Landlord's application to terminate the tenancy.
2. The Tenants was in possession of the rental unit on the date the application was filed.

## N8 Notice of Termination

3. On June 21, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the following allegations: for the 12 months prior to the service of the N8 notice, the Tenants were late pay the rent each and every month, 12 months. The Tenants were not at the hearing to contest the allegation.

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## Persistently Late

4. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late 12 times in the past 12 months prior to the issuance of the N8 notice.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Since the issuance of the N8 notice the Tenants have not made any payments.
7. The Landlord collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$32.69 is owing to the Tenants for the period from December 27, 2020 to May 18, 2023 .
8. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

### Relief from eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), {including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant} and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants did not attend the hearing to present evidence or submissions in support of granting relief from eviction and no circumstances were disclosed at the hearing or appeared in the Board file.

## 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 9, 2023.
2. If the unit is not vacated on or before June 9, 2023, then starting June 10, 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 10, 2023.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$(1,346.69).
6. However, the Landlord is authorized to deduct from amount owing to the Tenants \$49.32 per day for compensation for the use of the unit starting May 19, 2023 to the date the Tenants moves out of the unit.
7. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

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**May 29, 2023**

**Date Issued**

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**Peter Pavlovic**

Member, Landlord and Tenants 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 Tenants expires on December 10, 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.