



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

Citation: Prabhjot Joshi v Cody Matuzic, 2023 ONLTB 40069

Date: 2023-05-25

File Number: LTB-L-043478-22

In the matter of: Basement, 1075 EAGLETRACE DR LONDON
ON N6G0S4

Between: Prabhjot Joshi Landlords
Sunil Joshi

And

Cody Matuzic Tenant

Prabhjot Joshi and Sunil Joshi (the 'Landlords') applied for an order to terminate the tenancy and evict Cody Matuzic (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

The Landlords and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

1. This application is based on a N8 Notice of Termination which asserts that the Tenant has been persistently paying their rent late contrary to their rental agreement.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The lawful month rent is \$1005.00
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

N8 - Notice of Termination

5. On July 20, 2022, the Landlords gave the Tenant an N8 Notice of Termination with a termination date of September 30, 2022. The notice of termination contains the following

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allegations: the Landlords allege that Tenant paid rent late 12 times in the 12 months prior to the termination date of September 30, 2022. The Tenant did not contest the submission.

Analysis

6. The rent is due on the first day of each month. At the hearing the Landlords submitted a rent payment ledger that shows that the rent has been paid late 12 times in the 12 months prior to the termination date noted in the N8 Notice of Termination. The Tenant did not contest the Landlord's submission.
7. The Board finds that the Tenant has persistently failed to pay the rent on the date it was due.

Relief from eviction

8. In the ensuing 8 months following the termination of tenancy date of September 30, 2022, the Tenant continued to pay the rent late explaining that he had limited income and did not realize the impact on the Landlord and the requirement to pay rent when due. The Tenant requested an opportunity to retain his home and made an assurance to pay the rent on time if provided with the opportunity.
9. 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 Tenant shall pay the Landlord the lawful rent in full on or before the 1st day of the month, for the months of June 2023 through to May 2024.
2. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application on or before June 2, 2023
3. If the Tenant fails to make any one of the payments in accordance to paragraph 1 and or paragraph 2 of this order, the Landlord may, without notice to the Tenant, apply to the LTB

within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

May 25, 2023

Date Issued

15 Grosvenor Street, Ground Floor, Toronto
ON M7A 2G6

Peter Pavlovic

Member, Landlords and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

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