



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

Citation: Brodom Management Ltd v John Smith, 2023 ONLTB 34893

Date: 2023-05-25

File Number: LTB-L-028369-22

In the matter of: 2, 24 DOMINION ST, BRACEBRIDGE ON P1L2A5

Between: Brodom Management Ltd Landlord

And

John Smith Tenant

2023 ONLTB 34893 (CanLII)

Brodom Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict John Smith (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 April 19, 2023.

The Landlord, the Landlord's representative, Tonia Jiao and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, I find that it would not be unfair to grant relief from eviction on the condition that the Tenant pay the rent on time for a 12-month period
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rent is due on the first day of each month.
4. On April 30, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations:
 - The Tenant paid the monthly rent late for the periods July 2019, September 2019 – December 2019, February 2020 – April 2020, June 2020 - August 2020, October 2020- November 2021 and January 2022 – March 2022, May 2022 and October 2022 (29 months)
5. Since the application was filed in June 2022, the Tenant paid the rent late in June 2022, July 2022, October 2022, January 2023 and March 2023.

6. I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent has been paid late 34 times during the period July 1, 2019 to March 1, 2023.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

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 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.
9. The Landlord is seeking a standard order for eviction based on the late payments of rent. The Landlord has made significant attempts to contact the Tenants. The Tenants failed to pay the rent on time. This is the first N8 that the Landlord has served to this Tenant.
10. The Tenant testified that their sole source of income is ODSP and they were late in paying the rent as he had COVID a few times and was unable to deposit the rent directly into the Landlord's bank as they normally did. He does not recall discussing the late payments with the Landlord or that it was a problem. Eviction would leave him homeless.
11. I find that it would not be unfair to imposing a conditional order instead of issuing a 'standard order' as per the Landlord's request. The Tenant has testified that they can commit to paying the rent on time moving forward and thus should be afforded an opportunity to preserve their Tenancy and remain in the rental unit as eviction is the last resort.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the rent on time and in full each month during the period June 1, 2023 to May 31, 2024.
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 on or before June 1, 2023.

5. If the Tenant does not pay the Landlords the full amount owing on or before June 1, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 2, 2023 at 6.00% annually on the balance outstanding.

May 25, 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.