



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

Citation: Two Silver Maple Holdings Inc c/o GWL Realty Advisors Residential Inc v Debra Rodrigues, 2023 ONLTB 37330

Date: 2023-05-19

File Number: LTB-L-034689-22

In the matter of: 1508, 2 SILVER MAPLE CRT
BRAMPTON ON L6T4R1

Between: Two Silver Maple Holdings Inc c/o GWL Realty Advisors Landlord
Residential Inc

And

Debra Rodrigues Tenants
Ryan Rodrigues

Two Silver Maple Holdings Inc c/o GWL Realty Advisors Residential Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Debra Rodrigues and Ryan Rodrigues (the 'Tenants') because:

- the Tenants has 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.

This application was heard by videoconference on May 3, 2023 at 9:00 a.m.

Only the Landlord, represented by Faith McGregor, a licensed Paralegal, attended the hearing.

As of 9:34 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 and the claim for compensation in the application. Therefore, I will be granting the Landlord's application and terminating the tenancy.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

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3. On May 31, 2022, the Landlord gave the Tenants an N8 notice of termination with termination date of August 31, 2022. The notice of termination contains the following allegations: that the Tenants have paid rent late for the 12 months previous to the termination date as set out in the N8 Notice of Termination.
4. The Tenants has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 12 times in each of the 12 months prior to the termination specified in the N8 Notice of Termination.
5. After the N8 Notice of Termination was served the Tenants, pursuant to a rent ledger submitted by the Landlord's representative, paid rent late 8 consecutive months after the termination date as follows:

Month	Paid date	Status
September 2022	September 6, 2022	Late
October 2022	October 3 2022	Late
November 2022	November 10, 2022	Late
December 2022	December 8, 2023	Late
January 2023	January 20, 2023	Late
February 2023	February 13, 2023	Late
March 2023	March 7, 2023	Late
April 2023	April 3, 2023	Late

6. The Tenants was required to pay the Landlord \$11,139.86 in daily compensation for use and occupation of the rental unit for the period from September 1, 2022 to May 3, 2023. The Landlord shall deduct any payments that the Tenants have made between September 1, 2022 to May 3, 2023
7. Based on the Monthly rent, the daily compensation is \$45.47. This amount is calculated as follows: \$1,383.01 x 12, divided by 365 days.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,383.01 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$20.42 is owing to the Tenants for the period from January 1, 2022 to May 3, 2023 .
10. 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

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11. 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 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 May 30, 2023.
2. If the unit is not vacated on or before May 30, 2023, then starting May 31, 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 May 31, 2023.
4. The Tenants shall pay to the Landlord \$9,736.43, which represents compensation for the use of the unit from September 1, 2022 to May 3, 2023, less the rent deposit and interest the Landlord owes on the rent deposit. The Landlord shall deduct any payments that the Tenants have made after the termination date specified in the N8 Notice of Termination up to the hearing date of May 3, 2023.
5. The Tenants shall also pay the Landlord compensation of \$45.47 per day for the use of the unit starting May 4, 2023 until the date the Tenants moves out of the unit.
6. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
7. 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 \$(1,217.43).

8. However, the Landlord is authorized to deduct from amount owing to the Tenants \$45.47 per day for compensation for the use of the unit starting May 4, 2023 to the date the Tenants moves out of the unit.
9. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

May 19, 2023

Date Issued

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 November 30, 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.