



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

Citation: Cambridge Place Apartments Ltd c/o Realstar Management Partnership v Abdul
Jabbar, 2023 ONLTB 36488

Date: 2023-05-11

File Number: LTB-L-027698-22

In the matter of: 2115, 30 DENTON AVE
TORONTO ON M1L4P2

Between: Cambridge Place Apartments Ltd c/o Realstar Management Partnership Landlord

And

Abdul Jabbar Tenant

Cambridge Place Apartments Ltd c/o Realstar Management Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Abdul Jabbar (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 May 1, 2023.

Only the Landlord's Legal Representative, Faith McGregor, attended the hearing.

As of 10:38 a.m., the Tenant 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. The Tenant 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 the past 12 months for the period April 2021 to March 24, 2022.

2. Due to the persistently late payment of rent, the Landlord served the Tenant a N8 Notice of Eviction on March 24 2022; the notice had a termination date of May 31, 2022.

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3. The Landlord's Legal Representative testified that the Tenant has paid the rent late 8 of the 13 months since receiving the N8 notice, and May's rent is still outstanding. As the Tenant did not attend the hearing to discuss any other options, the Landlord is seeking termination.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord collected a rent deposit of \$1,149.37 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$20.29 is owing to the Tenant for the period from January 1, 2022 to May 1, 2023 .
6. 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.
7. 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. As the Tenant has been paying the rent monthly, albeit late most of the time, I find it reasonable to give the Tenant the opportunity to pay May's rent and future rent on time in order to preserve the tenancy. The Landlord's Legal Representative, submitted that if the Board was issuing a pay-on-time order, then the Tenant can pay the lawful monthly rent on or before the first business day of the month.

It is ordered that:

1. The Tenant shall have the rental account in good standing on or before May 16, 2023; this includes both the rent due for May in the amount of \$ 1,311.20, and the application filing fee of \$186.00, for a total of \$1,497.20.
2. If the Tenant pays the full amount from paragraph 1 by the required date, then the tenancy is preserved on the condition that the Tenant shall pay the lawful monthly rent to the Landlord in full and on time the first (1st) business day of each month for the period June 1, 2023 through May 1, 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. If the Tenant does not pay the amount from paragraph 1 by the required date, then the tenancy is terminated May 22, 2023 and the last month rent deposit and any applicable interest would be applied to rent for the month of May 2023. The Landlord shall also be entitled to any outstanding compensation for use of the unit from the termination date in the order until the Landlord is given vacant possession of the rental unit, and the application filing fee.

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5. If the amount owing from paragraph 4 is not paid on or before May 22, 2023, then starting May 23, 2023, the Tenant shall owe interest. This will be simple interest calculated from March 1, 2023 at 6% annually on the balance outstanding.
6. If the Tenant does not pay the amount from paragraph 1 and the unit is not vacated on or before May 22, 2022, then starting May 23, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 23, 2023.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 11, 2023

Date Issued

Diane Wade

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 23, 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.

