



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

**Citation:** 2361475 Ontario Limited - T and T Apartments v Nevaeh Carnduff, 2023 ONLTB 36438

**Date:** 2023-05-11

**File Number:** LTB-L-027027-22

**In the matter of:** 2, 559 MUSKOKA RD 3 N  
HUNTSVILLE ON P1H1C9

**Between:** 2361475 Ontario Limited - T and T Apartments Landlord

**And**

Athena Briggs Tenant  
Kyle Carnduff  
Nevaeh Carnduff

2361475 Ontario Limited - T and T Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Athena Briggs, Kyle Carnduff and Nevaeh Carnduff (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 20, 2023.

Only the Landlord's legal representative, Liam Walker, attended the hearing.

As of 9:30 AM, 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 21, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served on April 26, 2022. The notice of termination alleges that between January 2021 and May 2022, the rent was only paid on time once for August 2021.

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 16 times in the past 17 months prior to the notice of termination.

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5. The Landlord did not pursue the claim for compensation as the Landlord has a separate application for arrears.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 22, 2023.
2. If the unit is not vacated on or before May 22, 2023, then starting May 23, 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 23, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2023 at 6% annually on the balance outstanding.

**May 11, 2023**

**Date Issued**

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Richard Ferriss

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.