



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

Citation: Willow Street Holding Corp v Barb Fries, 2023 ONLTB 34932

Date: 2023-05-10

File Number: LTB-L-030706-22

In the matter of: 7, 141 WILLOW ST
PARIS ON N3L2L4

Between: Willow Street Holding Corp Landlord

And

Barb Fries Tenant

Willow Street Holding Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Barb Fries (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's representative, Kelly Hawkes 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 will grant relief from eviction on the condition that the Tenant pays the rent on time during the period May 1, 2023 to April 30, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On March 18, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges the Tenant paid the monthly rent late during the period September 1, 2021 to March 1, 2022.
4. The Tenant dispute the Landlord allegations of late payment of rent.
5. Since the application was filed in June 2022, the Tenant has not paid the rent on time during the period April 2022 to February 2023 and April 2023.

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6. I find that 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 19 times since September 1, 2021.
7. The Landlord's representative confirmed that the Tenant is not in arrears as of April 5, 2023.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

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.
10. The Landlord representative sought a standard order for eviction based on the Tenant's circumstances. The Landlord has continually objected to the late payment of rent however, this is the first N8 notice of termination for persistently late payment.
11. The Tenant wants to preserve her tenancy and avoid eviction. This has been a long tenancy which started in 2013 with the current Landlord taking ownership in 2021.
12. The Tenant testified that she had some health issues but everything has cleared up and she is prepared pay the rent on time and ongoing. She would be homeless if she is evicted and she will be on time if provided the opportunity.
13. I find it would not be unfair to grant relief from eviction as this is the first N8 served by the Landlord, and the Tenant is currently up to date with her rent. I find that a conditional pay on time order would be appropriate in the circumstances as it will provide the Tenant with an opportunity to preserve the tenancy and remain in the rental unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Starting June 1, 2023 and continuing through May 31, 2024, the Tenant shall pay the monthly rent on or before the first day of each month.
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 the \$186.00 application fee to the Landlord 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 Tenant will start to owe interest. This will be simple interest calculated from June 2, 2023 at 6.00% annually on the balance outstanding.

May 10, 2023

Date Issued

Camille Clyne

Member, Landlord and Tenant Board

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