



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

**Citation:** Surinder Minhas v Sheri L. Mattson, 2023 ONLTB 33846

**Date:** 2023-05-10

**File Number:** LTB-L-055635-22

**In the matter of:** 6 Oliti Court  
Toronto ON M9L3A3

**Between:** Surinder Minhas Landlord

**And**

Lori Ann Mattson Tenants  
Sheri L. Mattson

Surinder Minhas (the 'Landlord') applied for an order to terminate the tenancy and evict Lori Ann Mattson and Sheri L. Mattson (the 'Tenants') because the Tenants have 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 April 19, 2023. The Landlord and the Landlord's representative, Ashley Friel, attended the hearing. As of 12:46 pm, 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, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 21, 2023.
2. On April 19, 2022, the Landlord served the Tenants an N8 notice of termination with a date of termination of June 30, 2022. The notice of termination alleges that the Tenants paid the rent late 15 times over the 15-month period of January 1, 2021 to March 1, 2022. I am

satisfied that this N8 was properly served and complies with s. 58(2) of the *Residential Tenancies Act, 2006* (the "Act").

3. The Landlord filed an L2 application with the Board on May 11, 2022. I am satisfied that this application complies with s. 69(1) of the Act. The Tenants were in possession of the rental unit on the day of filing, and remain in possession of the rental unit as of the day of this hearing.
4. The rent is due on the first day of each month. The Landlord testified that the rent increased from \$1,800.00 monthly to \$2,000.00 monthly on November 1, 2022. The Landlord testified further that he was not aware if the unit was governed by the provincial **File Number: LTB-L-055635-22**

guideline increase in 2022 of 1.2%; however, he noted that the Tenants have been renting the unit for close to 7 years.

5. The Landlord did not establish that the tenancy was exempt from the rent guideline increase pursuant to s. 6, s. 7, s. 8, s. 121, s. 123, s. 126 or s. 127 of the Act. I therefore find that the maximum lawful rent increase for this tenancy in 2022, pursuant to s. 120(2) of the Act, was 1.2%. The Landlord's \$200.00 rent increase exceeded this amount and is unlawful pursuant to s. 120(1) of the Act. I therefore find that the lawful monthly rent for this tenancy is \$1,800.00, as listed in the Landlord's L2 application.
6. The Landlord testified that the Tenants paid the rent late for every month over the 15-month period from January 1, 2021 to March 1, 2022. The Landlord's N8 provided a detailed listing of the dates of the late rent payments.
7. Accordingly, I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent was paid late 15 times over the 15-month period from January 1, 2021 to March 1, 2022.
8. After the notice was served, over the 13-month period of April 1, 2022 to the date of this hearing, the Landlord's representative submitted that the Tenants paid the rent late every month of the 13-month period. The Landlord provided rent ledgers with the late rent payments.
9. Accordingly, I find that the Tenants paid the rent late 13 times over the 13-month period of April 1, 2022 to the date of this hearing.

#### Daily Compensation, Rent Deposit, and Costs

10. The Tenants were required to pay the Landlord \$17,339.74 in daily compensation for use and occupation of the rental unit for the period from July 1, 2022 to April 19, 2023.
11. Based on the monthly rent of \$1,800.00, the daily compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.

12. Since the termination date in the notice of termination, the Tenants paid the Landlord \$18,250.00 in rent. Therefore, as of the day of the hearing, the Tenants rent payments since the date of termination of June 30, 2022 exceed the daily compensation owed to the Landlord by \$910.26.
13. There is no last month's rent deposit.
14. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

#### Relief from Eviction

15. 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.
16. The Landlord's representative submitted that the Landlord contacted the Tenants both before serving the N8, and with the N8, regarding the late rent payments; however, the late **File Number:** LTB-L-055635-22

rent payments persisted. The Landlord testified that the persistently late rent payments are causing him financial distress.

17. Over the previous 28 months of this tenancy the Tenants have not paid the monthly rent on-time for a single month. I am satisfied that these persistently late rent payments cause financial distress for the Landlord. The Landlord and the Landlord's representative were not aware of any circumstances that should be considered in a determination of whether to provide the Tenants with eviction relief, nor were the Tenants or the Tenants' representative present at the hearing to provide submissions with respect to the Tenants' relief from eviction. For these reasons, it would be unfair to the Landlord to grant the Tenants with eviction relief.

#### **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 21, 2023.
2. If the unit is not vacated on or before May 21, 2023, then starting May 22, 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 22, 2023.
4. As of the date of the hearing, the amount of rent paid by the Tenants since June 30, 2022 exceeds the daily compensation the Landlord is entitled to by \$910.26. However, the

Landlord is authorized to deduct from this amount, \$59.18 per day for compensation for the use of the unit starting April 20, 2023 until the date the Tenants move out of the unit.

5. The Tenants shall also pay to the Landlord \$201.00 for the cost of filing the application.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order. If the Landlord or the Tenants do not pay the full amount owing on or before May 21, 2023, the Landlord or the Tenants will start to owe interest. This will be simple interest calculated from May 22, 2023 at 6.00% annually on the balance outstanding.

**May 10, 2023**

**Date Issued**

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Frank Ebner

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 22, 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.