



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

**Citation:** Q Res V Operating LP v Chilufya, 2023 ONLTB 31661

**Date:** 2023-05-10

**File Number:** LTB-L-031975-22

**In the matter of:** 504, 382 VINE ST  
ST CATHARINES ON L2M4T7

**Between:** Q Res V Operating LP Landlord

**And**

Chana Chilufya Tenant

Q Res V Operating LP (the 'Landlord') applied for an order to terminate the tenancy and evict Chana Chilufya (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 5, 2023.

Only the Landlord's representative, Brian Rubin attended the hearing.

The Tenant was present at the hearing however, the Tenant left the hearing room at 10:00 am and did not return.

As of 11:40 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. 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 application is granted, and the tenancy shall terminate.
2. The Tenant was in possession of the rental unit on the date the application was filed.

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3. On June 6, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges 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 12 times during the period July 2021 to May 2022 as outlined on the N8.
4. The Landlord's representative testified that since the application was filed, the rent has been paid late 9 times in the past 9 from July 2022 to March 2023.
5. On the basis of the Landlord's uncontested evidence, I find that the Tenant has persistently paid the rent late.
6. The Tenant was required to pay the Landlord \$6,948.93 in daily compensation for use and occupation of the rental unit for the period from September 1, 2022 to April 5, 2023.
7. Based on the Monthly rent, the daily compensation is \$44.05. This amount is calculated as follows:  $\$1,339.77 \times 12$ , 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 \$1,327.81 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$15.55 is owing to the Tenant for the period from April 1, 2022 to April 5, 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

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.

12. The Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances.

**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 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.

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4. The Tenant shall pay to the Landlord \$5,605.57, which represents compensation for the use of the unit from September 1, 2022 to April 5, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$44.05 per day for the use of the unit starting April 6, 2023 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 21, 2023, 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**

Camille Clyne

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 8, 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.