



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

Citation: Carson Hill Apts Ltd. v Germain Gallant, 2023 ONLTB 33614

Date: 2023-05-03

File Number: LTB-L-020587-22

In the matter of: 3, 627 CARSON'S RD
ottawa ON K1K2G9

Between: Carson Hill Apts Ltd. Landlord

And

Cedric Gallant Tenant
Germain Gallant

Carson Hill Apts Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Cedric Gallant and Germain Gallant (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 at 09:00 am.

Only the Landlord Agent Kathy Bartkowski attended the hearing.

As of 09:30 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 and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On April 30, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served on the same date. The notice of termination alleges the Tenant failed to pay the rent on time since January 2019 and that the Tenant has failed to pay the rent in full since January 2020

2023 ONLTB 33614 (CanLII)

4. The Landlord Agent also testified that since filing the application the Tenant has continually failed to pay the rent on time or at all and has accrued \$5,283.86 in arrears.
5. Based on the uncontested testimony and evidence submitted I am satisfied on the balance of probabilities that 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 36 times in the past 36 months.
6. The Tenant was required to pay the Landlord \$10,996.63 in daily compensation for use and occupation of the rental unit for the period from July 1, 2022 to April 20, 2023.
7. Based on the Monthly rent, the daily compensation is \$37.40. This amount is calculated as follows: \$1,137.69 x 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 \$1,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$108.72 is owing to the Tenant for the period from February 24, 2017 to April 20, 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.
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. Specifically, based on the evidence presented it is clear the Landlord has attempted to work with the Tenant to get them on schedule to no avail. Further given the uncontested testimony that arrears have started to accumulate I am satisfied that the Landlord would be prejudiced should relief be granted.

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 14, 2023.
2. If the unit is not vacated on or before May 14, 2023, then starting May 15, 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 15, 2023.
4. The Tenant shall pay to the Landlord \$9,787.91, which represents compensation for the use of the unit from July 1, 2022 to April 20, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$37.40 per day for the use of the unit starting April 21, 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. The total amount the Tenant owes the Landlord is \$9,973.91.
8. If the Tenant does not pay the Landlord the full amount owing on or before May 14, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 15, 2023 at 5.00% annually on the balance outstanding.

May 3, 2023
Date Issued

Kelly Delaney
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 15, 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.