



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

**Citation:** Seven Developments Inc. v Carlos Costa Sousa, 2023 ONLTB 33885

**Date:** 2023-04-28

**File Number:** LTB-L-027239-22

**In the matter of:** APT C, 10378 TORBRAM RD Brampton  
ON L6R0A3

**Between:** Seven Developments Inc. Landlord

**And**

Brynn Costa Sousa and Carlos Costa Sousa Tenant

Seven Developments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Brynn Costa Sousa and Carlos Costa Sousa (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on April 20, 2023.

Only the Landlord's legal representative, Sarah Teal, attended the hearing.

As of 12:07 PM, 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:**

L2 Application

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy will be terminated.
2. On May 6, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served on May 11, 2022. The notice of termination alleges that the Tenant's rent payments were late every month for the 10 months prior to the notice of termination being served.
3. Based on the uncontested evidence of the Landlord, I find the N8 notice of termination to be accurate.
4. I also find, based on the uncontested evidence of the Landlord, that the Tenant has persistently paid the rent late for the 11 months following service of the N8 notice of termination.
5. As a result, the Tenant has persistently failed to pay the rent on the first of each month, the date it was due, 21 times in the past 21 months.
6. 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. The Tenant was not present at the hearing to request relief from eviction and there was no evidence to support granting relief from eviction.

L1 Application

7. As I am ordering a final (non-remedial) termination of the tenancy with respect to the L2 application, the L1 application will be treated as an L9 application for arrears only.
8. The lawful rent is \$950.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
10. The Tenant has paid \$10,500.00 to the Landlord since the application was filed.
11. The rent arrears owing to April 30, 2023 are \$900.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

**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 9, 2023.

2. If the unit is not vacated on or before May 9, 2023, then starting May 10, 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 10, 2023.
4. The Tenant shall pay to the Landlord \$760.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$31.23 per day for the use of the unit starting April 21, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 10, 2023 at 6.00% annually on the balance outstanding.

**April 28, 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 expires on November 10, 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.

**Schedule 1  
SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

Rent Owing To Hearing Date	\$11,074.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$10,500.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$760.60</b>
Plus daily compensation owing for each day of occupation starting April 21, 2023	\$31.23 (per day)

2023 ONL/TB 33885 (CanLII)