



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

Citation: 32-34 BROOKWELL LIMITED v BENNETT, 2023 ONLTB 32118

Date: 2023-04-19

File Number: LTB-L-049956-22

In the matter of: 216, 34 BROOKWELL DRIVE
TORONTO ONTARIO M3M2Y1

Between: 32-34 BROOKWELL LIMITED Landlord

And

BARRINGTON BENNETT Tenant

32-34 BROOKWELL LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict BARRINGTON BENNETT (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

Only the Landlord's Legal Representative, Samuel M. Korman, attended the hearing.

As of 11:07 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. 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 15 times in the past 16 months for the period January 2021 to April 8, 2022.
2. Due to the persistently late payment of rent, the Landlord served the Tenants a N8 Notice of Eviction on April 8, 2022; the notice had a termination date of June 30, 2022.

3. Based on the evidence before me, the Tenant has paid late each of the 11 months since receiving the N8 notice.
4. The Landlord's Legal Representative submitted that due to the persistently late rent, the Landlord is seeking termination and the filing fee; the Tenant advised the Landlord that all would be cleared up by the hearing and it is not. Later in the block, the Landlord's Legal Representative advised that the Landlord is fine with the Tenant being put on a pay on time for one-year starting April 1, 2023 and the filing fee by July 1, 2023.
5. The Tenant was in possession of the rental unit on the date the application was filed.

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6. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
7. The monthly rent is \$1,606.36, excluding the Above Guideline Increases awaiting approval.
8. The Landlord collected a rent deposit of \$1,716.89 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$41.63 is owing to the Tenant for the period from April 1, 2022 to March 20, 2023 .
9. 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.
10. 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. I find the Landlord's Legal Representative's terms reasonable. As this order is being written after the proposed start-date for the conditional order, the term has been changed accordingly and will now start May 1, 2023.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the lawful monthly rent in full and on time for the one-year period May 1, 2023 through April 1, 2024.
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 also pay to the Landlord \$201.00 for the cost of filing the application on or before July 1, 2023.
5. If the amount owing from paragraph 4 is not paid on or before July 1, 2023, then starting July 2, 2023, the Tenant shall owe interest. This will be simple interest calculated from July 2, 2023 at 6% annually on the balance outstanding.

April 19, 2023

Date Issued

Diane Wade

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.

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