



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

Citation: 6965083 Canada Inc c/o BentallGreenOak (Canada) LP v Peralta, 2023 ONLTB 28758

Date: 2023-04-06

File Number: LTB-L-023067-22

In the matter of: 1708, 15 MARTHA EATON WAY
TORONTO ON M6M5B5

Between: 6965083 Canada Inc c/o BentallGreenOak (Canada) LP Landlord

And

Susan Peralta Tenant

6965083 Canada Inc c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Susan Peralta (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 March 21, 2023.

Only the Landlord's Legal Representative Faith McGregor Tenant attended the hearing.

As of 10:54 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 was in possession of the rental unit on the date the application was filed.
2. The monthly rent is due on the 1st day of each month
3. **N8 Notice of Termination**

On February 28, 2022, the Landlord gave the Tenant an N8 notice of termination **deemed served on March 5, 2022**. The notice of termination contains the following allegations: that the Tenant has failed to pay the monthly rent on or before the 1st of each month for 12 months.

4. **Persistently Late**

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 12 times in the past 12. The following is the late payment history:

- March rent was paid March 22, 2021
- April's rent was paid April 21, 2021
- May's rent was paid May 31, 2021
- June's rent was paid June 21, 2021
- July's rent was paid July 22, 2021
- August's rent was paid September 1, 2021
- September's rent was paid October 1, 2021
- October rent was paid November 1, 2021
- November's rent was paid December 1, 2021
- December's rent was paid December 14, 2021
- January's rent was paid January 25, 2022
- February's rent was not paid in full although Landlord indicated was late.

5. Based on further evidence submitted at the hearing, I am further satisfied that the Tenant has continued to be late paying the monthly rent from March 2022 through to March 2023.
6. Based on the Monthly rent, the daily compensation is \$49.12. This amount is calculated as follows: \$1,494.02 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,476.31 from the Tenant and this deposit is still being held by the Landlord.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 April 17, 2023.
2. If the unit is not vacated on or before April 17, 2023, then starting April 18, 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 April 18, 2023.
4. The Tenant shall also pay the Landlord compensation of \$49.12 per day for the use of the unit starting March 22, 2023 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before April 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 18, 2023 at 5.00% annually on the balance outstanding.

April 6, 2023
Date Issued

Anthony Bruno
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 October 18, 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.