



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

**Citation:** Camiletti v Burton, 2023 ONLTB 26313

**Date:** 2023-03-17

**File Number:** LTB-L-022690-22

**In the matter of:** 3, 1596 BANCROFT DR SUDBURY  
ON P3B1R8

**Between:** Dustin Camiletti Landlord

**And**

Crystal Burton Tenant

Dustin Camiletti (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Burton (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent; and
- the Tenant did not pay rent that became due.

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 9, 2023.

Only the Landlord's Representative, Angie Gravelle attended the hearing. 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. The tenancy is preserved if the Tenant meet the conditions set out in this order.

2. The Tenant is still in possession of the rental unit.

### N8 Notice of Termination

On April 3, 2022, the Landlord gave the Tenant an N8 notice of termination April 4, 2022 with a termination date of October 31, 2023. The notice of termination contains the following allegations: December 2021 read charges were paid on December 3, 2021, January 20 22 read charges were paid on January 6, 2022, February read charges were paid on February 25, **File Number:** LTB-L-022690-22

2022, March 2022 read charges were paid on March 1 add 10, 2022, and April 2022 rent charges were paid on April 3 2022.

### Persistently Late

3. 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 5 times in the 5 month period leading up to the N8 Notice and subsequently paid rent late each month to date with the exception of June 2022 rent period.

### Relief from eviction

4. 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. The Landlord is not opposed to a conditional order because of discussions with the Tenant who was expected to attend the hearing.

### It is ordered that:

1. The Tenant shall pay the Landlord rent on time and in full, on the first day of each month for a twelve-month period, starting April 1, 2023 two March 1, 2024.
2. If the Tenant fails to make any one of the payments on time and in full pursuant to paragraph 1 of this order the Landlord may, without notice to the Tenant apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must apply within 30 days from the date of the breach and termination of the tenancy shall be no earlier than October 31, 2023.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

4. If the Tenant does not pay the Landlord the full amount owing\* on or before March 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 29, 2023 at 5.00% annually on the balance outstanding.

**March 17, 2023** \_\_\_\_\_ **Date Issued**

Sandra Macchione

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.

**File Number:** LTB-L-022690-22