



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

Citation: 6965083 Canada Inc c/o BentallGreenOak (Canada) LP v Haynes, 2023 ONLTB 23575

Date: 2023-03-09

File Number: LTB-L-020758-22

In the matter of: 2109, 15 MARTHA EATON WAY
TORONTO ON M6M5B5

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

And

Maurissa Haynes Tenant

6965083 Canada Inc c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Maurissa Haynes (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 February 23, 2023.

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

As of 10:42 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 rent is due on the 1st of the month.

3. On April 5, 2022, the Landlord gave the Tenant an N8 notice of termination. In the N8 notice, the Landlord alleges that the Tenant has persistently failed to pay the rent on the date that it is due.
4. The Landlord's Legal Representative testified that the Tenant paid the rent late for 12 of the 12 months before the application was filed. The Landlord submitted the Tenant's rental ledger into evidence.

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5. Based on the uncontested and internally consistent evidence before me, I find, on a balance of probabilities that the Tenant has failed to pay the rent on the date that it was due.
6. The Landlord's Legal Representative further testified that the Tenant has paid the rent late 9 out of the 10 months since the application was filed.
7. The Landlord was seeking an order for eviction.

Daily compensation

8. The Tenant was required to pay the Landlord \$11,674.15 in daily compensation for use and occupation of the rental unit for the period from July 1, 2022 to February 23, 2023.
9. Based on the Monthly rent, the daily compensation is \$49.05. This amount is calculated as follows: \$1,491.97 x 12, divided by 365 days.
10. Since the termination date in the notice of termination, the Tenant paid the Landlord \$11,921.76 in rent.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,474.28 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$23.14 is owing to the Tenant for the period from January 1, 2022 to February 23, 2023.
13. 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.

Relief from Eviction

14. 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 has continued to

pay the rent late for 9 out of the 10 months since the application was filed. The Tenant was not present at the hearing and no other circumstances were presented to me.

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 March 20, 2023.
2. If the unit is not vacated on or before March 20, 2023, then starting March 21, 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 March 21, 2023.
4. The Tenant shall also pay the Landlord compensation of \$49.05 per day for the use of the unit starting February 24, 2023 until the date the Tenant moves out of the unit.

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5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to by \$1,559.03.
7. However, the Landlord is authorized to deduct from amount owing to the Tenant \$49.05 per day for compensation for the use of the unit starting March 10, 2023 to the date the Tenant moves out of the unit.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

March 9, 2023

Date Issued

Kathleen Wells
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 September 21, 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.