



Order under Section 69 Residential Tenancies Act, 2006

Citation: Better Living Homes Inc. v Bailey, 2023 ONLTB 22564

Date: 2023-02-28

File Number: LTB-L-018324-22

In the matter of: 1611, 126 BELLAMY RD N
SCARBOROUGH ON M1J2L1

Between: Better Living Homes Inc. Landlord

And

Sanya Bailey Tenant

Better Living Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sanya Bailey (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Better Living Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sanya Bailey (the 'Tenant') because 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 9, 2023.

Only the Landlord's legal representative, Sabrina Sciulli, attended the hearing.

Determinations:

LANDLORD'S L1 APPLICATION

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,131.48. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.20. This amount is calculated as follows: \$1,131.48 x 12, divided by 365 days.
5. The Tenant has paid \$13,389.72 to the Landlord since the application was filed.

6. The rent arrears owing to February 28, 2023 are \$(61.70).
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 \$985.41 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$14.52 is owing to the Tenant for the period from January 1, 2021 to February 9, 2023.
10. At the hearing the Landlord's legal representative, submitted to the Board the Tenant has made substantial payments towards the arrears and the only outstanding amount is a portion of the filing fee. The Landlord's legal representative submitted that the Landlord is not seeking eviction on the portion of the filing fee balance outstanding and requested an order for the costs to be paid within 11 days.
11. 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.

LANDLORD'S L2 APPLICATION

12. The Landlord served the Tenant with a valid Notice to End Tenancy Early for paying the lawful rent persistently late (N8 Notice).
13. At the hearing the Landlord's legal representative submitted the Tenant has made significant payments and efforts towards keeping up with her lawful rent and paying down the arrears owed.
14. The Tenant has been in the rental unit since September 2009.
15. The Landlord's legal representative submitted the Landlord is seeking a twelve (12) month conditional order for the Tenant to pay the lawful rent on time and in full, with s. 78 to be applied to the order.
16. Given the Tenant's long tenure as a resident in the rental unit and the submissions from the Landlord's legal representative that the Tenant has made significant efforts to pay down the arrears owed to the Landlord, and keep up with the Tenant's lawful rent obligations, I find it reasonable to accept the Landlord's request for a conditional order.
17. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

18. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord the outstanding balance for the filing fee in the amount of \$124.30.
2. If the Tenant does not pay the Landlord the full amount owing in accordance with paragraph 1 of this order, on or before March 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 12, 2023 at 5.00% annually on the balance outstanding.
3. The Tenant shall pay to the Landlord the lawful new rent on or before the first business day of each month, in full for the period of March 1, 2023 and continuing until February 1, 2024.
4. If the Tenant fails to make any one of the payments in accordance with paragraph 3 of this order the Landlord may, without notice to the Tenant and within 30 days of the breach, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

February 28, 2023

Date Issued

Greg Brocanier

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.