



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

Citation: Amiraco Properties Inc. v Stringle, 2023 ONLTB 20454

Date: 2023-02-13

File Number: LTB-L-017021-22

In the matter of: 36 COURT LANE
LONDON ON N5W1N5

Between: Amiraco Properties Inc. Landlord

And

Barbara Stringle Tenant
Nancy Stringle

Amiraco Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Barbara Stringle and Nancy Stringle (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 7, 2023.

Only the Landlord's Legal Representative Corrie Sanford attended the hearing.

As of 11:25 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 Landlord's L2 application is made pursuant to an N8 notice served on the Tenant on March 18, 2022 with a termination date of May 31, 2022. The lease was month-to-month at the time of service and rent was due on the 1st of every month.
2. Based on the oral testimony of the Landlord's Legal Representative and the contents of the N8 notice, I find that the Tenant has persistently failed to pay the rent on the date it was due. As at the service of the N8 notice, the Tenant has been late in paying rent 11 months out of 12 months for the period April 1, 2021 to March 1, 2022. The Landlord's Legal Representative stated that since delivery of the N8 notice, the Tenant has continued to be late in paying rent, as rent is typically paid by the Tenant in the later weeks of each month.

3. I accept the uncontested testimony and evidence of the Landlord's Legal Representative and am satisfied, on a balance of probabilities, that the Tenant has persistently failed to pay the rent on the date it was due.

Section 83 considerations:

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 condition(s) set out in this order pursuant to subsection 83(1)(a) and 204(1) of the *Act*.
5. The Tenant spoke with the Landlord's Legal Representative on January 31, 2023 and as a result of that conversation, the Landlord is not seeking termination of the tenancy but is content with a conditional order.
6. As termination is a remedy of last resort, I find that the Tenant should be given an opportunity with a pay-on-time order and that it is appropriate in these circumstances.
7. The Landlord has incurred the cost of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. This order contains all of the reasons in this matter and no further reasons will be issued.

It is ordered that:

1. The Tenant shall pay to the Landlord the full lawful rent owing on or before the first day of each month, commencing April 1, 2023 and for 12 months thereafter up to and including March 31, 2024.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 above, then, within 30 days of the breach, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* for an order terminating the tenancy and evicting the Tenant.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing this application.
4. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2023, they will start to owe interest. This will be simple interest calculated from May 1, 2023 at 5.00% annually on the balance outstanding.

February 13, 2023
Date Issued

Heather Chapple
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.