



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

Citation: Barrie Housing v Barnes, 2023 ONLTB 19994

Date: 2023-02-08

File Number: LTB-L-015317-22

In the matter of: 305, 20 GOLFDALÉ RD
BARRIE ON L4N6S5

Between: Barrie Housing Landlord

And

Paul Barnes Tenant

Barrie Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Barnes (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 December 8, 2022.

Only Soula White, for the Landlord, attended the hearing.

As of 10:00 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 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 9 times in the past 9 months for the period July 2021 to March 8, 2022.
2. Due to the persistently late payment of rent, the Landlord served the Tenant a N8 Notice of Eviction on March 9, 2022; the notice had a termination date of May 31, 2022.
3. The Landlord's Agent testified that the Tenant has paid the rent late since receiving the N8 notice, but sometimes the account has been in a credit position; the ledger attached to the N8 shows the payments since tis time.
4. The Landlord incurred costs of \$212.15 for filing the application and is entitled to reimbursement of those costs.

5. The Landlord collected a rent deposit of \$914.00 from the Tenant and this deposit is still being held by the Landlord.
6. 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.
7. 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's Agent testified that the Tenant owes arrears, but these are covered under another application, therefore the Landlord is fine with a pay-on-time for one year starting March 1, 2023 with the breach clause, and reimbursement of the application filing fee. I find this reasonable.

It is ordered that:

1. The Tenant shall pay the lawful rent to the Landlord in full and on time for the period March 1, 2023 through February 1, 2024.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application on or before March 1, 2023.
4. If the Tenant does not pay the Landlord the amounts from paragraph 3 owing as required, then starting March 2, 2023, the Tenant will owe interest. This will be simple interest calculated from March 1, 2023 at 5.00% annually on the outstanding balance.

February 8, 2023

Date Issued

Diane Wade

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.