



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

Citation: 6965083 Canada Inc v Jeremiah, 2023 ONLTB 17894

Date: 2023-01-27

File Number: LTB-L-011640-22

2023 ONLTB 17894 (CanLII)

In the matter of: 1907, 15 MARTHA EATON WAY
TORONTO ON M6M5B5

Between: 6965083 Canada Inc Landlord

And

Michael Jeremiah and Sylvina Seraphim Tenants

6965083 Canada Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Jeremiah and Sylvina Seraphim (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 23, 2023. Only the Landlord's representative Faith McGregor attended the hearing.

As of 11:30 a.m., the Tenants were 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. By way of background, this is a month to month tenancy in which rent is due on the first of the month in the amount of \$1,355.96. This tenancy commenced on October 1, 2012.
2. On January 21, 2022, the Landlord gave the Tenants an N8 notice of termination deemed served on January 26, 2022. The notice of termination alleges that the Tenants have been persistently late in paying rent 11 times in the past 12 months' as follow:

Rent Due

Rent Paid

February 1, 2021	February 24, 2021
March 1, 2021	March 19, 2021
April 1, 2021	April 22, 2021
May 1, 2021	May 31, 2021
June 1, 2021	June 25, 2021

File Number: LTB-L-011640-22

July 1, 2021	July 28, 2021
August 1, 2021	September 1, 2021
September 1, 2021	October 1, 2021
October 1, 2021	November 1, 2021
November 1, 2021	December 1, 2021
December 1, 2021	December 1, 2021
January 1, 2022	January 7, 2022

3. In the months' post issuance of the N8 notice, the Tenants have demonstrated some improvement in the payment of rent on time. While February 2022 rent was paid on February 4, 2022, the subsequent months' resulted in a payment credit balance for the months' of March through July 2022 and then again late payments arose for the months' of August through December 2022.
4. Based on the uncontested evidence before me, I find that the Tenants have been persistently late in paying their rent. This is evidenced as per the outlined periods of time as detailed above.
5. Since the issuance of the N8 notice to the Tenants, the Landlord's representative submitted that there have been corrections in the payment behaviour and that if the Tenants had attended the hearing the Landlord would have consented to a conditional payment plan.
6. In the absence of the Tenants at the hearing, the Landlord is seeking a standard order for eviction and the application filing fee.
7. I share the view of the Landlord, in that the Tenants have demonstrated an improvement in the pattern of payment of rent on time, even a prepayment of rent for a consistent period of time. Since the Tenants did not attend the hearing, I did not have their submissions to provide more context for the arising late payments of rent. As such, I give the Tenants the benefit of the doubt and allow them the opportunity to preserve their tenancy by way of a conditional order.

Relief from eviction

8. 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.
9. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

File Number: LTB-L-011640-22

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall pay the monthly rent on or before the first day of every month beginning February 1, 2023 through to January 31, 2024.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 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 Tenants. 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 Tenants.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before February 7, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 8, 2023 at 5.00% annually on the balance outstanding.

January 27, 2023

Date Issued

Alicia Johnson

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.

