



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

Citation: Windsor Essex Community Housing Corporation v Lemay, 2022 ONLTB 14182

Date: 2022-12-14

File Number: LTB-L-002527-21

In the matter of: 419, 2455 RIVARD AVE
WINDSOR ON N8T3B3

Between: Windsor Essex Community Housing Corporation Landlord

And

David Lemay Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict David Lemay (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 June 27, 2022.

Only the Landlord's legal representative C. Parrott attended the hearing. As of 9:36 am, 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Based on the Landlord's uncontested evidence, I find on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord filed a ledger showing that the Tenant was in arrears of rent in the amount of \$711.00 to June 30, 2022. These arrears started on December 1, 2021. The Tenant will be ordered to pay compensation for the use of the rental unit from the termination date in the N8 notice of termination (November 30, 2021) to the date of this order, less any amount the Tenant has paid the Landlord since the hearing date.

6. There is no last month's rent deposit.
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 postpone the eviction until January 15, 2023 pursuant to subsection 83(1)(b) of the Act. At the hearing the Landlord's representative requested a termination date of July 31, 2022. This order is issued well after that date. If this order is issued with a standard termination date that date will be in the holiday season.

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 January 15, 2023.
2. If the unit is not vacated on or before January 15, 2023, then starting January 16, 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 January 16, 2023.
4. The Tenant shall pay to the Landlord \$3,806.96 (less any amount paid to the Landlord after June 27, 2022) in compensation for use of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2023 at 4.00% annually on the balance outstanding.

December 14, 2022
Date Issued

Renée Lang
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 July 16, 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.