



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

**Citation:** Bloor Kingsway Manor (2682) v Magua, 2022 ONLTB 13767

**Date:** 2022-12-09

**File Number:** LTB-L-032320-22

**In the matter of:** 5, 2682 Bloor Street West  
Toronto Ontario M8X1A5

**Between:** Bloor Kingsway Manor (2682) Landlord

**And**

Wanjiru Magua Tenant

Bloor Kingsway Manor (2682) (the 'Landlord') applied for an order to terminate the tenancy and evict Wanjiru Magua (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on September 22, 2022.

The Landlord's Agent, A. Peluso and the Tenant attended the hearing.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, an order requiring the Tenant to pay her rent on time will issue.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N8 Notice of Termination

On January 12, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations:

**Persistently Late**

The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 5 times in the past 10 months.

4. Since the N8 Notice was served in January 2022, the Tenant has paid her rent on time.
5. Based on the evidence before me, I find that the Tenant has persistently failed to make rent payments on the date that rent is due.

Relief from eviction

6. The Tenant testified that she has lived in the building for 12 years. She testified that with regard to the late payments indicated on the N8 notice, she sometimes doesn't date the cheques that she gives to the Landlord for the first of the month if she is having financial difficulties. She testified that the pandemic added to her financial difficulties. She does not dispute the late payments indicated on the notice. She testified that since receiving the notice, her rent has been paid on time.
7. The Landlord is seeking an order that the Tenant pay rent on time with a section 78 clause.
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. The Tenant testified that since January 2022, she has been making her rent payments on time, I find that a conditional order is appropriate to preserve the Tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord the lawful monthly on or before the first day of every month commencing January 1, 2023 through to December 1 2023
3. If the Tenant fails 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 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.
4. The Tenant shall pay to the Landlord \$201.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2023 at 4.00% annually on the balance outstanding.

**December 9, 2022****Date Issued**\_\_\_\_\_  
Emily Robb

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.

