



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

Citation: CRESTVIEW INVESTMENTS CORPORATION CARE OF LAWRENCE
CONSTRUCTION CO LTD v Cliff, 2022 ONLTB 13646

Date: 2022-12-05

File Number: LTB-L-004301-22

In the matter of: 301, 215 REEDAIRE COURT
WHITBY ON L1N6A2

Between: CRESTVIEW INVESTMENTS CORPORATION CARE OF Landlord
LAWRENCE CONSTRUCTION CO LTD

And

Scott Cliff Tenant

CRESTVIEW INVESTMENTS CORPORATION CARE OF LAWRENCE CONSTRUCTION CO LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Scott Cliff (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.

Only the Landlord's Legal Representative, J. Shabes attended the hearing.

As of 9:27 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N8 Notice of Termination

On January 19, 2022, the Landlord gave the Tenant an N8 notice of termination with a termination date of March 31, 2022. The notice of termination contains the following allegations:

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 9 times in the past 9 months.

4. After the N8 Notice was served, the Tenant paid has paid some months on time, but not consistently. Out of the 8 months since service of the notice, the tenant paid on time 4 times.
5. Based on the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date that the rent is due.

Relief from Eviction

6. The Landlord's legal representative submits that the Landlord is seeking an order for the Tenant to pay rent on time going forward and an order for the application filing fee.
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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Starting on January 1, 2023, the Tenant shall pay the monthly rent on or before the first day of every month until December 1, 2024.
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 \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2022, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2023 at 4.00% annually on the balance outstanding.

December 5, 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.