



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

Citation: Victoria Park Community Homes v Parsons, 2022 ONLTB 13568

Date: 2022-12-01

File Number: LTB-L-009488-22

In the matter of: 58, 125 QUEEN VICTORIA DR
HAMILTON ON L8W2C1

Between:	Victoria Park Community Homes	Landlord
	and	
	Chad Parsons Dawn Day	Tenants

2022 ONLTB 13568 (CanLII)

Victoria Park Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Chad Parsons and Dawn Day (the 'Tenants' or 'C.P.' and 'D.D.', respectively) because:

- the Tenants have been persistently late in paying the Tenants' 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 November 2, 2022.

The Landlord did not attend the hearing but was represented by Sara Lange.

As of 11:16 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.

At 3:15 p.m., D.D. called into the hearing and was advised that the matter had already been heard.

Determinations:

1. The tenancy is a month-to-month tenancy in which rent is due on the first day of the month. The current rent is \$1,096.67. The tenancy has been in place for approximately 10 years.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Landlord's L2 application is based on an N8 notice of termination that was delivered to the Tenants on February 15, 2022 which contained a termination date of April 30, 2022. The notice of termination alleged that the Tenants had been persistently late in paying the rent since June 1, 2021 through to January 4, 2022.

Evidence

4. The Landlord's evidence demonstrates that beginning on and around June 1, 2021, the Tenants have persistently made their rent payments late. This pattern of late payments had continued through to January 1, 2022. The Landlord's legal representative entered into evidence an International Lease Ledger itemizing transactions beginning on and around June 1, 2021 through to November 1, 2022 indicating that the Tenants had made payments on various dates for each month throughout the range of time indicated on the N8 Notice, many of which were not made on the 1st of each month.
5. Since the N8 notice of termination was given to the Tenants, the Tenants had continued to pay the rent late for the months of February 2022, April 2022, June 2022, July 2022, and August 2022.
6. The Landlord's legal representative described the impact the late payments had on the Landlord by explaining that the Landlord requires the rent to finance the Landlord's financial obligations in a timely manner. The legal representative also explained that they had made efforts to make payment arrangements with the Tenants, however, as they have been non-communicative with them the Landlord has not had any success coming to a payment agreement.
7. Based on the uncontested evidence before me, I find that the Tenants have been persistently late making their rent payments for the 1st of each of the following months: June 1, 2021; September 1, 2021; November 1, 2021; December 1, 2021; January 1, 2022; February 1, 2022; April 1, 2022; June 1, 2022; July 1, 2022; August 1, 2022; and, September 1, 2022. This conclusion is supported by the documentary evidence submitted by the Landlord's legal representative, which included a ledger outlining the late payments that were made.

Section 83 considerations

8. The Landlord does not seek termination of the tenancy but an order for the Tenants to pay their rent on-time and a reimbursement of the application filing fee.
9. The Landlord's legal representative explained that the tenancy had been in place for approximately 10-years, however, they are no longer seeking to evict the Tenants and wish to preserve the tenancy.
10. 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.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Tenants shall pay the full monthly rent on or before the first day of every month beginning January 1, 2023 through to December 1, 2023.

2. If the Tenants fail to make any one of the payments in accordance with this order, the Landlord may, without notice to the Tenants and within 30 days of the breach, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenants do not pay the Landlord the full amount owing in paragraph 3 on or before December 12, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 13, 2022 at 4.00% annually on the balance outstanding.

December 1, 2022

Date Issued

Emile Ramlochan

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 June 13, 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.