



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

**Citation:** High Park Bayview Inc c/o GWL Realty Advisors Residential Inc. v Milagros, 2022  
ONLTB 13372

**Date:** 2022-12-01

**File Number:** LTB-L-008289-22

**In the matter of:** 1728-77 Quebec Avenue  
Toronto, ON M6P 2T4

**Between:** High Park Bayview Inc c/o GWL Realty Advisors Residential Inc. Landlord

**And**

Lisette Alvarez Reyes Maylen Milagros Tenant

High Park Bayview Inc c/o GWL Realty Advisors Residential Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lisette Alvarez Reyes Maylen Milagros (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 November 1, 2022.

Only the Landlord's Legal Representative Faith McGregor attended the hearing.

As of 10:13 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. Therefore, the tenancy will be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 28, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served February 2, 2022. The notice of termination contains the following allegations: that the Tenant has paid rent late every month from February 1, 2021, until January 1, 2022.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late 12 times in the past 12 months.
5. The rent was paid late as follows:
  - a) rent due on February 1, 2021 – not paid until March 1, 2021.

- b) rent due on March 1, 2021 – not paid until April 1, 2021.
  - c) rent due on April 1, 2021 – not paid until May 1, 2021.
  - d) rent due on May 1, 2021 – not paid until January 11, 2022.
  - e) rent due on June 1, 2021 – not paid until January 11, 2022.
  - f) rent due on July 1, 2021 – not paid until January 11, 2022.
  - g) rent due on August 1, 2021 – not paid in full.
  - h) rent due on September 1, 2021 – not paid.
  - i) rent due on October 1, 2021 – not paid.
  - j) rent due on November 1, 2021 – not paid.
  - k) rent due on December 1, 2021 – not paid.
  - l) rent due on January 1, 2021 – not paid.
6. Since the application was filed, the Landlord's Legal Representative submitted that he rent payments continue to be sporadic and are not being paid on the 1<sup>st</sup> of the month as required.
  7. The Tenant was required to pay the Landlord \$8,983.28 in daily compensation for use and occupation of the rental unit for the period from May 1, 2022 to November 1, 2022.
  8. Based on the Monthly rent, the daily compensation is \$48.56. This amount is calculated as follows: \$1,476.98 x 12, divided by 365 days.
  9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
  10. The Landlord collected a rent deposit of \$1,476.98 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$14.81 is owing to the Tenant for the period from January 1, 2022 to November 1, 2022.
  11. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.
  12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

13. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 12, 2022.
14. If the unit is not vacated on or before December 12, 2022, then starting December 13, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
15. 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 December 13, 2022.
16. The Tenant shall pay to the Landlord \$7,491.49, which represents compensation for the use of the unit from May 1, 2022 to November 1, 2022, less the rent deposit and interest the Landlord owes on the rent deposit.

17. The Tenant shall also pay the Landlord compensation of \$48.56 per day for the use of the unit starting November 2, 2022 until the date the Tenant moves out of the unit.
18. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
19. The total amount the Tenant owes the Landlord is \$7,677.49.
20. If the Tenant does not pay the Landlord the full amount owing on or before December 12, 2022, the Tenant 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**

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Jagger Benham  
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.