



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

Citation: Bolduc v White, 2022 ONLTB 13361

Date: 2022-11-29

File Number: LTB-L-008094-22

In the matter of: 12 Senator Avenue
Hamilton, ON L8L 1Z4

Between: Eric Bolduc Landlords
Stephanie Charruau

And

Lyndsay White Tenant

Eric Bolduc and Stephanie Charruau (the 'Landlords') applied for an order to terminate the tenancy and evict Lyndsay White (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent. The Landlords 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 Eric Bolduc and the Landlord's Legal Representative Kelly Hawkes attended the hearing.

As of 10:29 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 Landlords' 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 is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 17, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served that same date. The notice of termination contains the following allegations: that the Tenant has paid rent late every month from May 2021, until January 2022.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month . The rent has been paid late 15 times in the past 19 months.
5. The rent was paid late as follows:
 - a) rent due May 1, 2021 – not paid until May 20, 2021
 - b) rent due by Jun 1, 2021 – not paid until Jun 22, 2021

- c) rent due by July 1, 2021 - not paid until September 24, 2021.
 - d) rent due by August 1, 2021 - not paid until September 24, 2021.
 - e) rent due by September 1, 2021 – not paid until September 24, 2021.
 - f) rent due by October 1, 2021 – not paid until November 3, 2021.
 - g) rent due by November 1, 2021 – not paid until December 22, 2021.
 - h) rent due by December 1, 2021 – not paid in full until February 9, 2022.
 - i) rent due by January 1, 2021 – not paid in full until February 28, 2022.
6. In addition to the above-noted late payments, since the Landlord filed the application, the Tenant also paid the rent late for February 2022, March 2022, April 2022, August 2022, September 2022 and October 2022.
 7. The Tenant was required to pay the Landlord \$12,659.18 in daily compensation for use and occupation of the rental unit for the period from April 1, 2022 to November 1, 2022. The Landlord's Legal Representative testified that the Tenant owed \$3,000.00 as of the date of the hearing, including the rent for November 2022.
 8. Based on the Monthly rent, the daily compensation is \$59.18. This amount is calculated as follows: \$1,800.00 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. There is no last month's rent deposit.
 11. 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:

12. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 10, 2022.
13. If the unit is not vacated on or before December 10, 2022, then starting December 11, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
14. 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 11, 2022.
15. The Tenant shall pay to the Landlord \$1,259.18, which represents compensation for the use of the unit from April 1, 2022 to November 1, 2022.
16. The Tenant shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting November 2, 2022 until the date the Tenant moves out of the unit.
17. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
18. The total amount the Tenant owes the Landlord is \$1,445.18.
19. If the Tenant does not pay the Landlord the full amount owing on or before December 10, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 11, 2022 at 4.00% annually on the balance outstanding.

November 29, 2022

Date Issued

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 11, 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.

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