



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

Citation: Morguard NAR Canada Limited Partnership v Gauthier, 2022 ONLTB 12825

Date: 2022-11-22

File Number: LTB-L-006674-22

In the matter of: Unit 11, Suite 305, 47 GENERATION BLVD
SCARBOROUGH ON M1B2K6

Between: Morguard NAR Canada Limited Partnership Landlord

And

Danielle Gauthier Tenant

Morguard NAR Canada Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Danielle Gauthier (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 October 31, 2022. Only the Landlord's Representative Faith McGregor attended the hearing.

As of 9:41 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 in the application. Therefore, the tenancy is terminated on December 3, 2022.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On January 26, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served on January 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 5 times in the past 12. The following is an outline of the late payments dates as noted in the N8 notice:

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- August 13, 2021
- September 10, 2021
- October 8, 2021
- November 10, 2021
- December 17, 2021
- January 2022 not paid in full (no date of rent payment specified)

Daily Compensation

4. At the hearing the Landlord's Representative submitted that in addition to the dates outlined in the N8 notice, the Tenant had not paid rent in full in the month of January 2022, and that after February 14, 2022 the Tenant has not made any additional rent payments as of the date of hearing, bringing outstanding rental arrears to \$13,241.31.
5. It was submitted that the Landlord would be proceeding with the rental arrears in a L1 application and that all that was being sought in the application before the Board was an order terminating the tenancy and the application filing fee.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. I am satisfied, based on the uncontested evidence given by the Landlord's Legal Representative that the Tenant has persistently failed to pay their rent on the date it was due, being the 1st day of the month. I am satisfied that the Tenant has paid her rent late 5 of the last 12 months for the period of January 2021 to December 2021.

Section 83 considerations

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's Representative was not aware of any circumstances for which relief from eviction ought to be granted and the Tenant was not present to give any evidence in this regard.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 3, 2022.
2. If the unit is not vacated on or before December 3, 2022, then starting December 4, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 4, 2022.
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 3, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 4, 2022 at 4.00% annually on the balance outstanding.

November 22, 2022
Date Issued

Alicia Johnson
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 4, 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.