



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

**Citation:** Amaz Property Management v Moore, 2022 ONLTB 12524

**Date:** 2022-11-21

**File Number:** LTB-L-009821-22

**In the matter of:** 609, 217 MORNINGSIDE AVE  
SCARBOROUGH ON M1E3E4

**Between:** Amaz Property Management Landlord

**And**

Samuel Moore Tenant

Amaz Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Samuel Moore (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent ('L2 Application') and because the Tenant has not paid the rent that the Tenant owes ('L1 Application').

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 3, 2022.

Only the Landlord's Representative David Ciobotaru and the Landlord attended the hearing.

As of 12:22p.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. The Landlord's Representative indicated at the hearing that the L1 application for non-payment of rent was discontinued to November 30, 2022.
2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy on the L2 application for persistent late payment of rent. Therefore, the tenancy is terminated as of January 3, 2022.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. On February 16, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleged that that in the last year rent had either been paid late or not at all for a 12 month period.
5. Since the application was filed, the Tenant has paid rent late every month from March 2022 to October 2022. November 2022's rent was paid on time.

6. The Landlord has sent monthly notices regarding the late payments and arrears of rent.
7. The Landlord testified that the late payments are affecting their ability to pay their bills and financial plan.
8. 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 20 times in the past 21 months.
9. Based on the Monthly rent, the daily compensation is \$33.75. This amount is calculated as follows: \$1,026.52 x 12, divided by 365 days.
10. The Landlord collected a rent deposit of \$865.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$160.94 is owing to the Tenant for the period from August 1, 2011 to November 3, 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 not be unfair to postpone the eviction until January 3, 2023 pursuant to subsection 83(1)(b) of the Act.
13. I have decided not to grant relief from eviction in the form of a conditional order that rent be paid on time because I am not satisfied that the Tenant would abide by such an order. The Tenant has paid rent late 20 times out of the past 21 months. The Landlord has also filed two L1 applications for non-payment of rent in the past. Additionally, the Tenant did not attend the hearing to provide any evidence relevant to my analysis under section 83.
14. I have decided to postpone the eviction until January 3, 2023 because the Tenant has already paid rent for November 2022 and because the last month's rent deposit can be applied to December 2022. As such, postponing the eviction until January will result in no further rent payments due to the Landlord and therefore the Landlord will not suffer any prejudice from late payments.

**It is ordered that:**

1. The L1 application for non-payment of rent is discontinued to November 30, 2022.
2. Based on the L2 application, the tenancy between the Landlord and the Tenant is terminated. **The Tenant must move out of the rental unit on or before January 3, 2023.**
3. If the unit is not vacated on or before January 3, 2023, then starting January 4, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 January 4, 2023.
5. The Tenant shall pay the Landlord \$33.75 per day for compensation for the use of the unit starting December 1, 2022 to the day the Tenant moves out the rental unit. However, the Landlord is still holding the \$865.00 last month's rent deposit and owes the Tenant \$160.94 in interest. As such the Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**November 21, 2022**  
**Date Issued**

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Amanda Kovats  
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 July 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.