



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

Citation: 6965083 Canada Inc c/o BentallGreenOak (Canada) LP v Bird, 2022 ONLTB 12472

Date: 2022-11-17

File Number: LTB-L-010649-22

In the matter of: 1916, 15 MARTHA EATON WAY
TORONTO ON M6M5B5

Between: 6965083 Canada Inc c/o BentallGreenOak (Canada) LP Landlord

And

Sharlene Nettie Bird Tenant

6965083 Canada Inc c/o BentallGreenOak (Canada) LP (the 'Landlord') applied for an order to terminate the tenancy and evict Sharlene Nettie Bird (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 3, 2022.

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

As of 9:47a.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 that the Tenant has been consistently late in their payment of their rent. Therefore, the tenancy will be continued conditional on the Tenant paying rent on time for the period of one year.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 21, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served on January 26, 2022. The notice of termination alleged that the Tenant has paid their rent late 9 times between February 1, 2021 to October 1, 2021.
4. The Tenants rent payments during that time period were quite significantly late each month, with the rent being paid near the middle or end of each month.
5. Since November 2021 the Tenant has paid their rent on time, with the exception of this month, November 2022, for which the Tenant had not paid rent yet as of the hearing date.

6. I am satisfied on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1 day of each month. The rent has been paid late 10 times in the past two years, including the missed payment in November 2022.
7. In making that finding I have considered that the Tenant has been diligent in making their rent payments on time since the N8 Notice of Termination was filed. However, prior to that there was a pattern of consistent late payments. Additionally, the Tenant failed to pay November 2022's rent which demonstrates an ongoing problem with late payments.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. 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.
10. The Landlord requested that an order requiring that rent be paid on time and in full each month be imposed. As the Tenant has been fairly diligent in paying their rent on time since the N8 Notice of the Termination was served, I find that an on time payment order is reasonable in the circumstances.
11. The Landlord also requested that the Tenant be ordered to pay November 2022's rent by November 18, 2022. I will require November 2022's rent to be paid by the end of November to allow the Tenant time between receiving this order and the payment deadline.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the rent for November 2022 on or before November 30, 2022.
3. The Tenant shall pay to the Landlord new rent on time and in full as it comes due and owing for the period December 1, 2022 to November 1, 2023.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 or 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. On or before November 30, 2022 the Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before November 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2022 at 4.00% annually on the balance outstanding.

November 17, 2022
Date Issued

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.

2022 ONLTB 12472 (CanLII)