



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

Citation: Smalls v Lang, 2022 ONLTB 11347

Date: 2022-11-08

File Number: LTB-L-008904-22

In the matter of: 1132 OVERLEA CRES
SARNIA ON N7S4E7

Between: Sean Smalls Landlord

And

Kelsey Lang, Thomas Grice Tenant

Sean Smalls (the 'Landlord') applied for an order to terminate the tenancy and evict Kelsey Lang, Thomas Grice (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 2, 2022, at 9:00 A.M.

Only the Landlord, and the Landlord's Legal Representative, Ms. Michelle Mont, attended the hearing.

As of 9:52 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. Therefore, the tenancy between the Landlord and the Tenant shall be terminated, and the Tenant must move out of the rental unit on or before November 19, 2022. The Tenant shall also pay to the Landlord the claim for rent/compensation in the application totalling \$24,037.00 up to the date of this hearing. This also includes the cost for the filing this application.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

2022 ONLTB 11347 (CanLI)

3. On February 10, 2022, the Landlord gave the Tenant an N8 notice of termination with a termination date of August 31, 2022. The notice of termination contains the following allegations:

Persistently Late

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 or not paid at all over 12 times in the past 13 months, beginning in October 2021 to November 2022. The Landlord submitted evidence to the Board regarding the payment history of the Tenant.
5. The Tenant has not made any payments since the application was filed.
6. The total rent owing to the Landlord up to the date of this hearing is \$23,851.00.
7. Based on the Monthly rent, the daily compensation is \$61.55. This amount is calculated as follows: \$1,872.20 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit. The Landlord also submitted evidence to the Board that the Tenant did not provide payment of a last month's rent deposit (Tab A).

Relief from eviction

10. 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 Tenant did not attend the hearing to present evidence or submissions in support of granting relief from eviction and no circumstances were disclosed at the hearing or appeared in the Board file, that would support relief from eviction.

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 November 19, 2022.
2. If the unit is not vacated on or before November 19, 2022, then starting November 20, 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 November 20, 2022.
4. The Tenant shall pay rent/compensation owing to the Landlord in the amount \$24,037.00, on or before November 19, 2022. This includes the cost for the filing of this application.

5. The Tenant shall also pay the Landlord daily rent/compensation of \$61.55 per day for the use of the unit starting November 3, 2022 to the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before November 19, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 20, 2022 at 4.00% annually on the balance outstanding.

November 8, 2022
Date Issued

Steven Mastoras
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 May 20, 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.