



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

Citation: Elite Property Group (2018) v Reddick, 2022 ONLTB 9447

Date: 2022-11-03

File Number: LTB-L-001999-22

In the matter of: 12, 766 INDIAN RD N
SARNIA ON N7T7H1

Between: Elite Property Group (2018) Landlord

And

Ashley Reddick, Jonathan Castonguay Tenant

Elite Property Group (2018) (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Reddick, Jonathan Castonguay (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 17, 2022.

Only the Landlord's Legal Representative Melissa Anjema attended the hearing.

As of 10:31 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. Since the Tenant did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

Determinations:

1. At the hearing the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application.
2. 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 effective November 14, 2022.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

4. On January 17, 2022, the Landlord served the Tenant an N8 Notice of Termination with a termination date of March 31, 2022. The Landlord also included a copy of the rent ledger with the N8 Notice. The notice of termination contains the following allegations:
 - a) The Tenant has failed to fulfill the obligations of the lease agreement as rent is due in full on the first day of the month. See attached ledger.
 - b) The rent ledger shows a tenancy beginning on February 1, 2021 and the dates rent payments were made up until the N8 Notice was served.

Persistently Late

5. 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 ledger shows the monthly rent was paid late in 10 of the 12 months leading up to the service of the N8 Notice. Only the first month of the tenancy and June 2021 were paid on time by the first of the month.
6. After the N8 Notice was served on the Tenant, they continued to pay their monthly rent late and did so five additional times between February 1, 2022 until September 1, 2022. In total, the Landlord submitted the Tenant has paid the monthly rent late 17 times out of the previous 19 months. I find on a balance of probabilities, this pattern of late payments is persistent.

Daily compensation and rent deposit

7. The monthly rent has been paid to October 31, 2022.
8. Based on the monthly rent, the daily compensation is \$41.16. This amount is calculated as follows: \$1,252.01 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. The Landlord collected a rent deposit of \$1,215.28 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$11.59 is owing to the Tenant for the period from February 1, 2021 to October 17, 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to present any evidence or submissions in support of granting relief from eviction. I asked the Landlord if they were aware of any circumstance the Tenant may be experiencing that would make eviction unfair and they were aware of none.

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 14, 2022.
2. If the unit is not vacated on or before November 14, 2022, then starting November 15, 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 15, 2022.
4. The Tenant shall also pay the Landlord compensation of \$41.16 per day for the use of the unit starting November 1, 2022 until the date the Tenant moves out of the unit.
5. 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 14, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 15, 2022 at 4.00% annually on the balance outstanding.

November 3, 2022

Date Issued

John Cashmore

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 15, 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.