



**Order under Section 69 and 87(1)  
Residential Tenancies Act, 2006**

**Citation:** 183-191 4THG AVE GP. INC. v Cousins, 2022 ONLTB 8397

**Date:** 2022-10-26

**File Number:** LTB-L-004905-22

**In the matter of:** C, 187 FOURTH AVE  
KITCHENER ON N2C1P3

**Between:** 183-191 4THG AVE GP. INC. Landlord

**And**

Jeff Cousins Tenant

183-191 4THG AVE GP. INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Jeff Cousins (the 'Tenant') because they have been persistently late in paying their rent.

183-191 4THG AVE GP INC. (the 'Landlord') also applied for an order to terminate the tenancy and evict Jeff Cousins (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 3, 2022.

Only the Landlord’s Legal Representative Howard Tavroges attended the hearing.

As of 9:58 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 of the hearing date, the Tenant was still in possession of the rental unit.

L1 Application

3. Since the filing of the application, the Tenant has paid all the arrears owing under the tenancy agreement up to February 1, 2022 and the Landlord was not seeking any additional arrears.

L2 Application

2022 ONLTB 8397 (CanLI)

4. The tenancy is a month to month agreement. On December 18, 2021, the Landlord served an N8 Notice of Termination which alleges the Tenant failed to pay the monthly rent on the date it was due for the period between May 2021 until December 2021. These dates were confirmed by the Landlord at the hearing.
5. The Landlord also submitted the monthly rent was paid late after the N8 Notice was served for the months March 2022, May 2022, July 2022 and September 2022.
6. Based on the uncontested evidence before the Board, I am satisfied the Landlord has proven on a balance of probabilities, the Tenant has persistently paid their rent late during the tenancy.
7. At the hearing, the Landlord did not seek eviction but rather a conditional order requiring the Tenant to pay the monthly on time for a period of 12 months. I note the Tenant has paid all of the arrears owing and has reduced the frequency of late payments when 2022 is compared to 2021. I find it appropriate to grant the relief sought by the Landlord.
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 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. The tenancy will continue so long as the Tenant pays the monthly rent on time for the next 12 months.
9. The Landlord incurred costs of \$186.00 for filing the application and is seeking reimbursement of the balance of those costs which stands at \$183.63. As the Landlord's application was partially successful, I shall award the requested amount.

**It is ordered that:**

1. The Tenant shall pay to the Landlord, \$183.63 on or before November 6, 2022. This reflects the balance of the application fee sought by the Landlord.
2. If the Tenant does not pay to the Landlord the amount described in paragraph 1 by November 6, 2022 they will start to owe interest. This will be simple interest calculated annually at 4.00% commencing November 7, 2022 on any outstanding balance.
3. The Tenant shall also pay to the Landlord new rent on time and in full for the period November 1, 2022 to October 1, 2023.
4. If the Tenant fails to make any one of the payments in accordance with paragraph 3 of this order the Landlord may, without notice to the Tenant and within 30 days of the breach, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant.

**October 26, 2022**

**Date Issued**

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 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.