



Order under Section 69 Residential Tenancies Act, 2006

Citation: Aady Holdings Ltd. v Meurs, 2024 ONLTB 38623

Date: 2024-06-03

File Number: LTB-L-096831-23

In the matter of: 499 KATHLEEN AVE
SARNIA ON N7T1G1

Between: Aady Holdings Ltd.

And

Danielle Meurs

I hereby certify this is a
true copy of an Order dated
JUN 03, 2024
Landlord and Tenant Board

Landlord

Tenant

Aady Holdings Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Danielle Meurs (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 2, 2024.

Only the Landlord's Legal Representative, Tim Currie attended the hearing.

As of 2:39pm 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 tenancy between the Landlord and the Tenant will be terminated as of March 22, 2021, under the L2 Application for persistent late payment of rent. The tenancy will terminate notwithstanding payments made for the voiding of the L1 Application for arrears of rent

L1 Application:

2. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,921.88. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$63.19. This amount is calculated as follows: \$1,921.88 x 12, divided by 365 days.
6. The Tenant has paid \$10,073.40 to the Landlord since the application was filed.

7. The rent arrears owing to May 31, 2024 are \$8,480.40.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,875.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$66.65 is owing to the Tenant for the period from December 1, 2022 to May 2, 2024.

L2 Application:

11. As explained below, the Landlord has proven on a balance of probabilities the grounds that the Tenants have persistently failed to pay the rent on the date it was due. Therefore, the Tenancy is terminated as of June 14, 2024.
12. Section 58 of the *Residential Tenancies Act, 2006*, (the 'Act') sets out that a landlord may give a tenant Notice of Termination of their tenancy (N8 Notice) if the tenant has persistently failed to pay rent on the date it becomes due and payable.
13. The Landlords served the Tenant with an N8 Notice on November 16, 2023 with a termination date of January 31, 2024, containing the following allegations: that the Tenant has paid rent late from January 2023 to November 2023. I accept the Landlord's uncontested evidence that the Tenants have pay rent late for 11 consecutive months as claimed on the N8 Notice.
14. The Landlord's Legal Representative submitted that since the N8 Notice was served on the Tenant, the Tenant continues to pay rent late and has paid rent late for 17 consecutive months as of the hearing date. The Landlord's Legal Representative also submitted that there were attempts to enter into a payment plan with the Tenant regarding the arrears of rent on the L1 Application, however the Landlord has not received a response from the Tenant on this issue either.
15. I accept the uncontested evidence of the Landlord and am satisfied on a balance of probabilities, that the Tenant has persistently failed to pay the rent on the date it was due.

Relief from Eviction

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and that the Tenant continues to pay the rent late even after service of the Notice 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 provide evidence regarding their circumstances and the Landlord's Legal Representative advised that they were not aware of any circumstances of the Tenant that would cause me to delay or deny an eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated effective June 14, 2024. The Tenant must move out of the rental unit on or before June 14, 2024.
2. Tenant shall pay to the Landlord \$4,929.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$63.19 per day for the use of the unit starting May 3, 2024 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 14, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2024 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before June 14, 2024, then starting June 15, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 June 15, 2024.

June 3, 2024
Date Issued

Nathalia Debski

Nathalia Debski
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 expires on December 15, 2024 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay if the tenancy is terminated

| | |
|--|----------------------|
| Rent Owing To Hearing Date | \$16,758.30 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$10,073.40 |
| Less the amount the Tenant paid into the LTB since the application was filed | - \$0.00 |
| Less the amount of the last month's rent deposit | - \$1,875.00 |
| Less the amount of the interest on the last month's rent deposit | - \$66.65 |
| Less the amount the Landlord owes the Tenant for an {abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenant is entitled to | - \$0.00 |
| Total amount owing to the Landlord | \$4,929.25 |
| Plus daily compensation owing for each day of occupation starting May 3, 2024 | \$63.19 (per day) |