



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088288-24

In the matter of: 1, 795 MAIN ST
Cambridge ON N1R5S7

Between: UZMA ASIF

And

CHEYENNE ROBERTS

I hereby certify this is a
true copy of an Order dated

DEC 13 2024

Landlord and Tenant Board

Landlord

Tenant

UZMA ASIF (the 'Landlord') applied for an order to terminate the tenancy and evict CHEYENNE ROBERTS (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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 December 11, 2024.

Only the Landlord attended the hearing. The Landlord was represented by Elizabeth Anani.

As of 9:34am, 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:

Preliminary Request to Withdraw

1. At the hearing, the Landlord sought to withdraw the portion of the L2 application as it related to the N5 notice of termination and the claim for damages pursuant to subsection 89(1) of the Act.
2. The Landlord's request was granted.

Preliminary Issue: Certificate of Service

3. At the hearing, I raised a preliminary issue with respect to the certificate of service submitted to the Board – specifically that it failed to identify the date the notices were served to the Tenant.

4. The Landlord's representative testified that she served the notices of termination to the Tenant on September 30, 2024 by handing it to them.
5. Based on the evidence before the Board, I find the notices of termination were properly served and are valid, and I proceeded to hear the merits of the Landlord's applications.

L1 Application – Non-Payment of Rent

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: $\$1,600.00 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to December 31, 2024 are \$32,000.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

14. By way of background, this is a monthly tenancy in which rent is due on the first of the month.
15. The rental unit is the main floor of a house in which the Tenant resides.
16. On September 30, 2024 the Landlord served a N8 notice of termination to the Tenant pursuant to subsection 58(1) of the Act, alleging the Tenant has persistently paid their rent late for the period June 2022 to September 2024.
17. The Landlord's evidence was, after the N8 was served, the Tenant continued to pay the rent late for the period October 2024 to December 2024 by failing to make any payment at all.
18. The Landlord seeks a termination of the tenancy and requests an expedited eviction given the amount of arrears are reaching the Board's jurisdiction.

19. Based on the submissions before the Board, I am satisfied the Tenant has persistently paid the rent late and has failed to rectify their behaviour even after the notice was served. I am not satisfied that a conditional order would be appropriate under these circumstances and so the request for eviction is granted.
20. Based on my finding on the L2 application, the tenancy is terminated and so there can be no opportunity to void termination by paying the outstanding arrears claimed on the L1.
21. With respect to the Landlord's request for an expedited eviction, given the quantum of arrears, and the fact that this is not a voidable order, I find the circumstances warrant doing so.
22. However, since orders are mailed and therefore are deemed served on the fifth day – the tenancy shall terminate on the sixth day.

Relief from Eviction

23. 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.
24. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 19, 2024.
2. If the unit is not vacated on or before December 19, 2024, then starting December 20, 2024, 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 December 20, 2024.
4. The Tenant shall pay the Landlord \$31,164.60 which consists of the arrears owed to the hearing date and the application filing fee. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting December 12, 2024 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 December 19, 2024, the Tenant will start to owe interest. This will be simple interest calculated from December 20, 2024 at 6.00% annually on the balance outstanding.

December 13, 2024
Date Issued

S. Anwar-Ali

Sonia Anwar-Ali
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 June 20, 2025 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 as the tenancy is terminated

Rent Owing To December 11, 2024	\$30,978.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$31,164.60
Plus daily compensation owing for each day of occupation starting December 12, 2024	\$52.60 (per day)