



FEB 04, 2025

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

File Number: LTB-L-062534-24

In the matter of: 16, 40 MAPLE ST
UXBRIDGE ON L9P1C9

Between: Cedar Range Management Incorporated Landlord

And

Holley Brook Tenants
Dennis Connelly

Cedar Range Management Incorporated (the 'Landlord') applied for an order to terminate the tenancy and evict Holley Brook and Dennis Connelly (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 23, 2025.

Only the Landlord's Agent, Viktor Kvirgic, attended the hearing.

As of 11:58 am, the Tenants were 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.

It is determined that:

1. 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, and the Tenants must vacate the unit by February 15, 2025.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. Rent is due on the 1st day of each month.
4. The lawful rent increased from \$1,090.94 per month to \$1,118.21 on January 1, 2025.
5. On August 2, 2024, the Landlord gave the Tenants an N8 notice of termination deemed served that same day.
6. The notice of termination alleges that for the period from August 1, 2022 to August 31, 2024, the Tenants paid the lawful rent late 12 out of 25 months. The Tenants made only partial rent payments (also late) 4 out of 25 months, and the Tenants did not pay the rent

at all 9 out of 25 months. In that entire period, the rent was never paid on time. The Landlord's rent ledger for the Tenants was attached to the notice and substantiated the Landlord's claim.

7. After the N8 notice was served, the Tenants have paid the rent late for October 2024, and have not paid the rent at all for September, November, and December 2024 and January 2025.
8. The Landlord's Legal Representative stated that the Tenants are well aware of when the rent is due. The tenancy has seen several L1 applications for non-payment of rent, and there have been payment plans in place to try and preserve the tenancy.
9. Having considered the uncontested evidence before me, I am satisfied that the Landlord has proven the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month, and it has not been paid on time once in 30 months. There is no evidence to suggest any confusion regarding when the lawful rent is due or if the Landlord is complacent with late payments.

Daily Compensation & Rent Deposit:

10. The Tenants were required to pay the Landlord \$3,087.84 in daily compensation for use and occupation of the rental unit for the period from November 1, 2024 to January 23, 2025.
11. Based on the Monthly rent, the daily compensation is \$36.76. This amount is calculated as follows: \$1,118.21 x 12, divided by 365 days.
12. The Tenants paid the cost of filing the application on October 8, 2024.
13. The Landlord collected a rent deposit of \$1,118.21 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$1.76 is owing to the Tenants for the period from January 1, 2025 to January 23, 2025.
14. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Relief from Eviction:

15. 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.
16. The Landlord's Agent stated that one of the two Tenants, Dennis Connelly, passed away in October 2024.
17. The remaining Tenant, Holley Brook, has not communicated with the Landlord since November 2024 when the Landlord's Agent tried to discuss this application with her. The Landlord's Agent stated that she did not dispute the substance of the application and merely asked what would happen.
18. The Landlord's Agent further stated that the Tenant will only pay rent when she is ordered to by the Board via mediated agreements, and even then, she will still pay late.

19. Having considered the uncontested evidence and submissions, I am not satisfied that a conditional order is appropriate in the circumstances given the payment history of the Tenants and length of time the late payment issue has persisted.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 15, 2025.
2. If the unit is not vacated on or before February 15, 2025, then starting February 16, 2025, 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 February 16, 2025.
4. The Tenants shall pay to the Landlord \$3,087.84, which represents compensation for the use of the unit from November 1, 2024 to January 23, 2025.
5. The Tenants shall also pay the Landlord compensation of \$36.76 per day for the use of the unit starting January 24, 2025 until the date the Tenants move out of the unit.
6. The Landlord owes \$1,119.97 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
7. The total amount the Tenants owe the Landlord is \$1,967.87.
8. If the Tenants do not pay the Landlord the full amount owing on or before February 15, 2025, the Tenants will start to owe interest. This will be simple interest calculated from February 16, 2025 at 5.00% annually on the balance outstanding.

February 4, 2025
Date Issued



Fotoula Hatzantonis
Member, Landlord and Tenants 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 Tenants expires on August 16, 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.