



**MAR 05, 2025**

Landlord and Tenant Board

**Order under Section 69 / 88.2  
Residential Tenancies Act, 2006**

**Citation:** Moore v Silva, 2025 ONLTB 16900

**Date:** 2025-03-05

**File Number:** LTB-L-083326-24

**In the matter of:** 453 GEORGE ST  
PORT STANLEY ON N5L0B1

**Between:** Richard Moore Landlord

**And**

Derek Silva Tenant

Richard Moore (the 'Landlord') applied for an order to terminate the tenancy and evict Derek Silva (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on February 20, 2025.

Only the Landlord's representative Susana Pereira and the Landlord attended the hearing.

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.

**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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

3. On September 16, 2024, the Landlord gave the Tenant an N5 notice of termination alleging the Tenant has failed to pay the utility bills as required in the tenancy agreement.
4. The Tenant did not pay the outstanding amount for utilities of \$1,309.82 within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord provided a copy of the lease agreement which shows the Tenant is responsible to pay the gas, electricity, heat, and water bills as well as the internet bill.
6. The Landlord provided copies of each bill unpaid by the Tenant between April 24, 2024 to the date of the hearing and testified that the bills had been provided to the Tenant for payment. The total of all utility and internet bills the Tenant owes the Landlord is \$3,149.95.

#### N8 Notice of Termination

7. On September 16, 2024, the Landlord gave the Tenant an N8 notice of termination alleging the Tenant persistently paid their rent late between December 2023 and September 2024.
8. The Landlord provided a ledger which shows the Tenant was late paying the rent December 2023 to May 2024. As of June 2024 the Tenant started to accumulate a balance of arrears and by August 2024 the Tenant stopped paying rent entirely. As of the date of the hearing, the Tenant still had not made any further payments for rent.
9. I find the Tenant persistently paid their rent late for the period of December 2023 to July 2024.
10. The Landlord has an application before the Board with respect to arrears of rent, therefore, the claim for daily compensation will not be considered in this order.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.


#### Relief from Eviction

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Landlord requested termination of tenancy. The Landlord has had to use their own income, line of credit, credit cards or savings to pay the mortgage and utility bills associated with the property.
15. The Tenant did not attend to provide disclosure on their circumstances which may be considered when delaying eviction and the Landlord was not aware of any.

**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 March 16, 2025.
2. If the unit is not vacated on or before March 16, 2025, then starting March 17, 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 March 17, 2025.
4. The Tenant shall pay to the Landlord \$3,149.95, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall also 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 March 16, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2025 at 5.00% annually on the balance outstanding.

**March 5, 2025**  
**Date Issued**

  
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Elena Jacob  
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 September 17, 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.