



## Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090586-24

**In the matter of:** Main Unit, 263 BROWN ST  
SAULT STE. MARIE ON P6A1N8

**Between:** Eric James Graeme Groulx

**And**

Michael Gaetano



Landlord

Tenant

Eric James Graeme Groulx (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Gaetano (the 'Tenant') because 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.

This application was heard by videoconference on March 5, 2025.

Only the Landlord's Agent Lynda Groulx attended the hearing.

As of 9:37 AM, 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 on March 23, 2025.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 30, 2024, the Landlord gave the Tenant an N8 notice of termination alleging that the Tenant paid rent late 36 times in the 41-month period of June 2021 to October 2024.
4. Based on the uncontested evidence of the Landlord's Agent, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 36 times in the 41- month period preceding the service of the N8 notice. The Landlord reminded the Tenant to pay rent on time, however the Tenant continued to pay rent late every month after the N8 notice was served.
5. The Tenant was required to pay the Landlord \$3,503.36 in daily compensation for use and occupation of the rental unit for the period from January 1, 2025 to March 5, 2025.

6. Based on the Monthly rent, the daily compensation is \$54.74. This amount is calculated as follows: \$1,665.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,380.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$133.69 is owing to the Tenant for the period from August 30, 2019 to March 5, 2025.
9. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
10. 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. The Tenant was not present to advise the Board of their circumstances. The Landlord's Agent was not aware of any reasons to delay or deny the eviction.

**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 23, 2025.
2. If the unit is not vacated on or before March 23, 2025, then starting March 24, 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 24, 2025.
4. The Tenant shall pay to the Landlord \$3,503.36, which represents compensation for the use of the unit from January 1, 2025 to March 5, 2025.
5. The Tenant shall also pay the Landlord compensation of \$54.74 per day for the use of the unit starting March 6, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,513.69 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The total amount the Tenant owes the Landlord is \$2,175.67.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 23, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2025 at 5.00% annually on the balance outstanding.

**March 12, 2025**  
**Date Issued**

*Sinipostolova*

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**Kate Sinipostolova**  
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 24, 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.