



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002886-25

In the matter of: 1853 THAMES CIR
MILTON ON L9E2A4

Between: Rao Muhammad Altaf

And

Richardo Hewitt Patterson

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

MAY 14, 2025

Landlord and Tenant Board

Landlord

Tenant

Rao Muhammad Altaf (the 'Landlord') applied for an order to terminate the tenancy and evict Richardo Hewitt Patterson (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 May 12, 2025.

Only the Landlord attended the hearing.

As of 9:47 a.m., 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. 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 as of May 25, 2025.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On January 9, 2025, the Landlord gave the Tenant an N8 notice of termination. The notice of termination contains the following allegations: The Tenant has persistently paid their rent late.

Persistently Late

4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 3rd day of each month. The rent has been paid late 12 times in the past 12 months from June 2024 to June 2025. Based on the evidence presented at the hearing, I find that the Tenant has been persistently late in paying their rent.
5. The Landlord submitted that since the application was filed in January the Tenant has not paid any rent. As of the date of the hearing the Tenant owes \$16,300.00 in rent arrears. The Landlord submitted a copy of the lease agreement and the rent ledger into evidence. Based on the evidence before me I find that the Tenant has been persistently late in paying their rent.
6. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006* (the 'Act') the last months rent deposit shall be applied to the rent for the last month of the tenancy.

Daily compensation, NSF charges, rent deposit

7. The Tenant was required to pay the Landlord \$1,052.10 in daily compensation for use and occupation of the rental unit for the period from May 3, 2025 to May 12, 2025.
8. Based on the Monthly rent, the daily compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$3,200.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$82.19 is owing to the Tenant for the period from May 3, 2024 to May 12, 2025.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

Relief from eviction

12. 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. As the Tenant did not attend the hearing and no other circumstances were presented, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 May 25, 2025.
2. If the unit is not vacated on or before May 25, 2025, then starting May 26, 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 May 26, 2025.

4. The Tenant shall pay to the Landlord \$1,052.10, which represents compensation for the use of the unit from May 3, 2025 to May 12, 2025. As of the date of the hearing the Landlord submitted that the Tenant is in rent arrears of \$16,300.00.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Landlord owes \$3,282.19 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. The total amount the Tenant owes the Landlord is \$13,203.81.
7. If the Tenant does not pay the Landlord the full amount owing on or before May 25, 2025, the Tenant will start to owe interest. This will be simple interest calculated from May 26, 2025 at 5% annually on the balance outstanding.

May 14, 2025
Date Issued

T. Hunt

Teresa Hunt
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 November 26, 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.