



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

**Citation:** Menon v Silvera, 2023 ONLTB 50928

**Date:** 2023-07-21

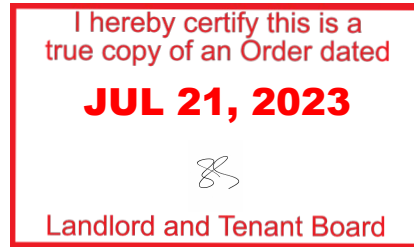
**File Number:** LTB-L-059460-22

**In the matter of:** 48 Foothills  
BRAMPTON ON L6P4G9

**Between:** Arvind Menon

**And**

Cindy Silvera  
Claudio Silvera



Landlord

Tenants

Arvind Menon (the 'Landlord') applied for an order to terminate the tenancy and evict Cindy Silvera and Claudio Silvera (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 July 11, 2023.

Only the Landlord Arvind Menon and the Landlord's Agent Harnahinder Gaiind attended the hearing.

As of 10:00 a.m., 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. Since the Tenants did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

**Determinations:**

1. The Landlord served the Tenants with an N8 notice of termination. The termination date in the notice was December 15, 2022.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. The Tenants vacated the rental unit on March 31, 2023 and as such the Landlord no longer sought an order for eviction.
4. The Landlord sought an order for the daily compensation owing between the termination date of December 15, 2022 and March 31, 2023, the day the Tenants vacated the rental unit.

5. The Tenant was required to pay the Landlord \$19,347.95 in daily compensation for use and occupation of the rental unit for the period from December 15, 2022 to March 31, 2023.
6. Based on the Monthly rent, the daily compensation is \$180.82. This amount is calculated as follows: \$5,500.00 x 12, divided by 365 days.
7. Since the termination date in the notice of termination, the Tenants paid the Landlord \$4,300.00 in rent.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$5,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$105.93 is owing to the Tenant for the period from December 16, 2021 to March 31, 2023.
10. In accordance with subsection 106(10) of the *Residential Tenancies Act, 2006*, (the 'Act') the last month's rent deposit shall be applied to the rent for the last month of the tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2023.
2. The Tenant shall pay to the Landlord \$15,047.95, which represents compensation for the use of the unit from December 15, 2022 to March 31, 2023.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes \$5,605.93 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.
5. The total amount the Tenant owes the Landlord is \$9,628.01.
6. If the Tenant does not pay the Landlord the full amount owing on or before August 1, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 2, 2023 at 6.00% annually on the balance outstanding.

**July 21, 2023**  
**Date Issued**



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John Cashmore  
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.