



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

Citation: Morguard Corporation v Stratigakos, 2024 ONLTB 10241

Date: 2024-02-13

File Number: LTB-L-033533-23

In the matter of: 3404, 95 THORNCLIFFE PARK DR
TORONTO ON M4H1L7

Between: Morguard Corporation Landlord

And

Frank Stratigakos Tenant

Morguard Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Frank Stratigakos (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 November 16, 2023.

Only the Landlord's Legal Representative, Faith McGregor, attended the hearing.

As of 11:24 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 on February 24, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On March 9, 2023, the Landlord gave the Tenant an N8 notice of termination ('N8 Notice') with the termination date of May 31, 2023. The notice of termination contains the allegations that for the period of April 2022 to March 2023, the Tenant has persistently late in the rent twelve times.
4. The Landlord's representative submitted that since the service of the N8 Notice, the Tenant's behaviour has not changed and the Tenant continues to pay the rent late.

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5. Section 58 of the *Residential Tenancies Act, 2006*, (the 'Act') sets out that a landlord may give a tenant notice of termination of their tenancy if the tenant has persistently failed to pay rent on the date it becomes due and payable (N8 notice). I accept the uncontested submissions of the Landlord's representative and am satisfied, on a balance of probabilities, that the Tenant has persistently failed to pay the rent on the date it was due.
6. The Landlord's representative submitted that the Landlord is unaware of any circumstances of the Tenant that would cause the termination of the tenancy to be delayed or denied. Since the Tenant did not attend the hearing to give evidence of their circumstances, I am unable to determine if any relief from eviction should be considered.
7. 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.

Daily Compensation and Deposit

8. The Tenant was required to pay the Landlord \$10,733.40 in daily compensation for use and occupation of the rental unit for the period from June 1, 2023 to November 16, 2023.
9. Based on the Monthly rent, the daily compensation is \$63.51. This amount is calculated as follows: \$1,931.80 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,931.80 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$42.34 is owing to the Tenant for the period from January 1, 2023 to November 16, 2023 .
12. In accordance with subsection 106(10) of 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. The Tenant must move out of the rental unit on or before February 24, 2024.
2. If the unit is not vacated on or before February 24, 2024, then starting February 25, 2024, 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 25, 2024.
4. The Tenant shall pay to the Landlord \$10,733.40, which represents compensation for the use of the unit from June 1, 2023 to November 16, 2023.
5. The Tenant shall also pay the Landlord compensation of \$63.51 per day for the use of the unit starting November 17, 2023 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.

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7. The Landlord owes \$1,974.14 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 \$8,945.26. The Landlord must deduct any monies received from the Tenant for rent from the total amount owed.
9. If the Tenant does not pay the Landlord the full amount owing on or before February 24, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 25, 2024 at 7.00% annually on the balance outstanding.

February 13, 2024

Date Issued

Susan Priest

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 August 25, 2024 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.