



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

**Citation:** Atlantis Realty Services INC v Livergant, 2024 ONLTB 1002

**Date:** 2024-03-05

**File Number:** LTB-L-037444-23

**In the matter of:** 503, 55 MONTCLAIR AVE  
TORONTO ON M5P1P6

**Between:** Atlantis Realty Services INC Landlord

**And**

Bradley Livergant Tenant

2024 ONLTB 1002 (CanLI)

Atlantis Realty Services INC (the 'Landlord') applied for an order to terminate the tenancy and evict Bradley Livergant (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 December 12, 2023.

Only the Landlord's Legal Representative, Jeff Shabes, attended the hearing.

As of 10:57 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. I have determined that an eviction order and an order for daily compensation is appropriate in the circumstances.
2. The Tenant was in possession of the rental unit on the date the application was filed.

**N8 Notice of Termination**

3. On May 9, 2023, the Landlord gave the Tenant an N8 notice for persistently paying their rent late. The termination date on the N8 notice is July 31, 2023.
4. I accept the Landlord's uncontested evidence that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The Tenant

paid the rent late 12 times from June 2022 to May 2023.

#### Daily compensation and rent deposit

5. The Tenant owes the Landlord \$4,696.56 in daily compensation for use and occupation of the rental unit for the period from August 1, 2023 to the December 12, 2023. This amount also reflects payments the Tenant has made since the N8 notice's termination date.
6. Based on the \$2000.45 rent, the daily compensation is \$65.77. This amount is calculated as follows: \$2000.45 x 12 months, divided by 365 days.
7. Since the termination date in the notice of termination, the Tenant paid the Landlord \$4,050.85 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 \$2044.45 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$48.45 is owing to the Tenant for the period from January 1, 2023 to December 12, 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.

#### Relief from eviction

11. 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. Following the service of the N8 notice, the Tenant continued to pay the rent late from May 2023 until the hearing date, and therefore I am satisfied that it would be unfair to the Landlord to deny eviction or delay it any further.

#### **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, 2024.
2. If the unit is not vacated on or before March 16, 2024 then starting March 17, 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 March 17, 2024.

4. The Tenant shall pay to the Landlord \$2,603.66, which represents compensation for the use of the unit from August 1, 2023 to December 12, 2023. This amount deducts rent which the Tenant has paid for this period and the rent deposit and interest.
5. The Tenant shall also pay the Landlord compensation of \$65.77 per day for the use of the unit starting December 13, 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.
7. The Landlord owes \$2,092.90, 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 \$2,789.66.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 16, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 17, 2024 at 7.00% annually on the balance outstanding.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

**March 5, 2024**  
**Date Issued**

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Justin Leung  
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, 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.