



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

Citation: Oxford Properties Group v Salandy, 2023 ONLTB 57489

Date: 2023-12-06

File Number: LTB-L-028165-22

In the matter of: A2422, 2699 BATTLEFORD RD MISSISSAUGA
ON L5N3R9

Between: Oxford Properties Group Landlord

And

K-Dell Salandy Tenant

Oxford Properties Group (the 'Landlord') applied for an order to terminate the tenancy and evict K-Dell Salandy (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 April 6, 2023.

Only the Landlord's representative Faith McGregor attended the hearing.

As of 9:30 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On March 8, 2022, the Landlord gave the Tenant an N8 notice of termination deemed served on March 13, 2023. The notice of termination contains the following allegations:
 - The Tenant has been persistently late in paying the Tenant's rent.
4. 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 7 times in the past 12 months before the application was filed.

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5. No payments are not considered late payments; however I must consider the prejudice the Landlord has faced with respect to rent payments since the application was filed. Since, the application was filed, the Tenant has made minimal to no payments nor did the Tenant attend the hearing to contest the uncontested evidence presented by the Landlord's representative.
6. The Tenant was required to pay the Landlord \$17,264.88 in daily compensation for use and occupation of the rental unit for the period from June 1, 2022 to April 6, 2023.
7. Based on the Monthly rent, the daily compensation is \$55.69. This amount is calculated as follows: \$1,694.00 x 12, divided by 365 days.
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 \$1,694.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$31.47 is owing to the Tenant for the period from January 1, 2022 to April 6, 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.
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.

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 December 17, 2023.
2. If the unit is not vacated on or before December 17, 2023, then starting December 18, 2023, 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 December 18, 2023.
4. The Tenant shall pay to the Landlord \$17,264.88, which represents compensation for the use of the unit from June 1, 2022 to April 6, 2023.
5. The Tenant shall also pay the Landlord compensation of \$55.69 per day for the use of the unit starting April 7, 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 \$1,725.47 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 \$15,725.41.

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9. If the Tenant does not pay the Landlord the full amount owing on or before December 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 18, 2023 at 6.00% annually on the balance outstanding.

December 6, 2023

Date Issued

André-Paul Baillargeon-Smith

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 June 18, 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.

