



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

Citation: Salami v Costain, 2023 ONLTB 64656

Date: 2023-09-26

File Number:
LTB-L-080394-22

In the matter of: 1639 SHINING STAR CHASE
PICKERING ON L1X0H9

Between: Oyetunde Ademola Salami Landlord

And

Jerry Costain Tenants
Crystal David

Oyetunde Ademola Salami (the 'Landlord') applied for an order to terminate the tenancy and evict Jerry Costain and Crystal David (the 'Tenants') because:

- the Tenants has 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 September 5, 2023.

Only the Landlord's representative, Linda Flores attended the hearing.

As of 9:34 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. 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/or the claim for compensation in the application. Therefore, the application is granted and the tenancy will terminate.
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 June 23, 2023.

N8 Notice of Termination

4. On October 24, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges that the Tenants have persistently failed to pay the rent on the date that it was due. The rent is due on the first of the month. The Tenant paid the rent late 5 times in the period April 2022 to October 2022.
5. At the hearing, the Landlord's representative testified that since the application was filed December 2022, the monthly rent has not been paid for the period November 2022 to June 23, 2023 the date the Tenant vacated the rental unit.
6. On the basis of the Landlord's uncontested evidence, I find that the Tenants have persistently paid the rent late.

Daily Compensation, NSF Charges, rent deposit

7. The Tenant was required to pay the Landlord \$17,733.70 in daily compensation for use and occupation of the rental unit for the period from January 1, 2023 to June 23, 2023. All rent payments made by the Tenants since January 1, 2023, must be subtracted from this amount.
8. Based on the Monthly rent, the daily compensation is \$101.92. This amount is calculated as follows: \$3,100.00 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 \$3,100.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$104.68 is owing to the Tenant for the period from February 16, 2022 to June 23, 2023.
11. 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 Tenants is terminated as of June 23, 2023 the date the Tenants vacated the rental unit.

2. The Tenants owes the Landlord \$17,733.70, which represents compensation for the use of the unit from January 1, 2023 to June 23, 2023. All rent payments made by the Tenants since January 1, 2023, must be subtracted from this amount.
3. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The Landlord owes the Tenants \$3,204.68 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
5. The total amount the Tenants owes the Landlord is \$14,715.02.
6. If the Tenants do not pay the Landlord the full amount owing on or before September 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2023 at 6.00% annually on the balance outstanding.

September 26, 2023

Date Issued

Camille Clyne

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.