



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

**Citation:** Williams & McDaniel Property Management v Sharolyn Murray, 2023 ONLTB 39864

**Date:** 2023-07-20

**File Number:** LTB-L-038008-22

**In the matter of:** 29 Dow Drive, Copper Cliff ON P0M1N0

**Between:** Williams & McDaniel Property Management Landlord

**And**

Donnie Roszel Tenants  
Sharolyn Murray

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Donnie Roszel and Sharolyn Murray (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 May 10, 2023.

Only the Landlord's representative John Anderson attended the hearing.

As of 10:13 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 shall terminate.
2. The Tenants were in possession of the rental unit on the date the application was filed.

3. On May 19, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination alleges that the Tenant paid the rent late for the following months: June 2021 to April 2022.
4. Since the application was filed in July 2022, the Tenants have paid the rent late for the following months: June 2022 to May 2023.
5. I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late 22 times in the past 24 in a period June 1, 2021 to May 31, 2023.
6. The Tenants was required to pay the Landlord \$9,337.70 in daily compensation for use and occupation of the rental unit for the period from August 1, 2022 to May 10, 2023.
7. Based on the Monthly rent, the daily compensation is \$33.00. This amount is calculated as follows: \$1,003.61 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 \$934.57 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$78.30 is owing to the Tenants for the period from February 1, 2018 to May 10, 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.
12. The Tenants did not attend the hearing to give evidence of their circumstances and thus, I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order. **It is ordered that:**
  1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 31, 2023.
  2. If the unit is not vacated on or before July 31, 2023, then starting August 1, 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 August 1, 2023.
4. The Tenants shall pay to the Landlord \$8,324.83, which represents compensation for the use of the unit from August 1, 2022 to May 10, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenants shall also pay the Landlord compensation of \$33.00 per day for the use of the unit starting May 11, 2023 until the date the Tenants moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount owing to the Landlord is \$8,589.13.
8. If the Tenants do not pay the Landlords the full amount owing on or before July 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2023 at 6.00% annually on the balance outstanding.

**July 20, 2023**

**Date Issued**

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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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenants expires on February 1, 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.