



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

**Citation:** 260 Wellesley Residences v Tinio, 2023 ONLTB 42294

**Date:** 2023-06-14

**File Number:** LTB-L-044915-22

**In the matter of:** 2014, 240 WELLESLEY ST E  
TORONTO ON M4X1G5

**Between:** 260 Wellesley Residences Landlord

**and**

Jaime jose Tinio Tenant

2023 ONLTB 42294 (CanLII)

260 Wellesley Residences (the 'Landlord') applied for an order to terminate the tenancy and evict Jaime jose Tinio (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 May 30, 2023.

The Landlord's Legal Representative, Charlie Bobrowsky, attended the hearing.

As of 9:33 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 will be terminated as of June 25, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

*Persistently Late*

3. On July 26, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleges the Tenant paid the rent late each month starting October of 2021 and continuing to July of 2022.
4. Based on the uncontested evidence of the Landlord's Representative, we find the Tenant has 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 was paid late 10 times in 10 months between October 2021 and July 2022.

5. Since the N8 Notice was served, the Tenant paid rent on July 29, 2022, and August 31, 2022 and then stopped paying. We therefore find the Tenant has paid rent late a further 10 times in a further 10 months.
6. The Landlord's Representative submitted the Landlord has sent emails and letters to the Tenant on a monthly basis. The Landlord has also called the Tenant but his voicemail service is full. As of December 29, 2022, the Tenant stopped answering calls and email and no one answered the door.
7. The Landlord's Representative also advised of an earlier N8 Notice in 2019 which resolved without an attendance before the Board.
8. The Tenant did not attend and so no other circumstances were presented to us.
9. As a result, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), we find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

*Daily Compensation, Costs, and Last Month's Rent Deposit*

10. On its application, the Landlord sought daily compensation commencing the date after the date of termination on the N8 Notice.
11. As of October 1, 2022, the daily compensation was \$32.36. This amount is calculated as follows:  $\$984.32 \times 12$ , divided by 365 days.
12. On January 1, 2023, the rent increased and so we find the daily compensation increased to \$33.17. This amount is calculated as follows:  $\$1,008.93 \times 12$ , divided by 365 days.
13. As a result, we find the Tenant was required to pay the Landlord \$7,952.62 in daily compensation for use and occupation of the rental unit for the period from October 1, 2022 to May 30, 2023.
14. The Tenant has not paid any rent since September 2022. If the Tenant pays any amounts towards rent after the date of hearing, it is understood the payments will be applied towards any arrears owed and/or the daily compensation awarded to the Landlord in this order. In other words, it is understood the Tenant will not have to pay rent twice.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of these costs.
16. The Landlord collected a rent deposit of \$987.24 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit in the amount of \$10.14 is owing to the Tenant for the period from January 1, 2023 to May 30, 2023.
17. 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 June 25, 2023.
2. If the unit is not vacated on or before June 25, 2023, then starting June 26, 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 June 26, 2023.
4. The Tenant shall pay to the Landlord \$6,955.24, which represents compensation for the use of the unit from October 1, 2022 to May 30, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$33.17 per day for the use of the unit starting May 31, 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. If the Tenant does not pay the Landlord the full amount owing on or before June 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 26, 2023 at 6% annually on the balance outstanding.

**June 14, 2023**  
**Date Issued**

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**Rebecca Case**  
Vice Chair, Landlord and Tenant Board

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**Julia Toso**  
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 December 26, 2023 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.