



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: Nikola Vukobratovic v Ikponmwonsa Victoria Osaro-iyamu, 2023 ONLTB 41010

Date: 2023-06-06

File Number: LTB-L-036083-22

In the matter of: Unit 4801- 950 PORTAGE PKY, CONCORD ON L4K0J7

Between: Mersija Vukobratovic Landlords
Nick Vukobratovic
Nikola Vukobratovic

And

Ikponmwonsa Victoria Osaro-iyamu Tenant

Mersija Vukobratovic, Nick Vukobratovic and Nikola Vukobratovic (the 'Landlords') applied for an order to terminate the tenancy and evict Ikponmwonsa Victoria Osaro-iyamu (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

Mersija Vukobratovic, Nick Vukobratovic and Nikola Vukobratovic (the 'Landlords') applied for an order requiring Ikponmwonsa Victoria Osaro-iyamu (the 'Tenant') to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on May 15, 2023.

Only the Landlords attended the hearing.

As of 9:54 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 Landlords' evidence.

Determinations:

1. As explained below, the Landlords 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 Tenant was in possession of the rental unit on the date the application was filed.
3. On June 20, 2022, the Landlords gave the Tenant an N8 notice of termination. The notice of termination alleges that the Tenant paid the rent late for the following months: October 2021 through August 2022.

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4. Since the application was filed in June 2022, the Tenant has paid the rent late for the following months: October 2022 through May 2023.
5. I find that 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. On a balance of probabilities, the rent has been paid late 19 times in the past 20 months.
6. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlords collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$36.93 is owing to the Tenant for the period from June 13, 2022 to May 15, 2023.
8. 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.

Compensation for unpaid utilities

9. The Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement.
10. The Landlords has incurred reasonable out-of-pocket expenses of \$715.08 as a result of the Tenant's failure to pay heat, electricity and/or water costs. The Landlords provided evidence in the form of the lease agreement, emails from Provident Energy and emails between the Tenant and the Landlord about the outstanding utilities. The Landlord was made aware of the outstanding utility fees in January 2022 the total amount was \$1,046.90 which was reduced to \$715.08 as of the date of the hearing.

11. The Landlords have proven that the Tenant failed to pay heat, electricity and/or water costs that they were required to pay under the terms of the tenancy agreement, and are entitled to the claimed compensation.

Relief from eviction

12. 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.
13. The Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 17, 2023.

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2. If the unit is not vacated on or before June 17, 2023, then starting June 18, 2023, the Landlords 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 Landlords on or after June 18, 2023.
4. The Tenant shall pay to the Landlords \$715.08, which represents the reasonable out-of-pocket expenses the Landlords has incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall pay to the Landlords \$186.00 for the cost of filing the application.
6. The total amount owing to the Landlord is \$901.08.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 18, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

June 6, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on December 18, 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.

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