



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

Citation: Hollyburn Properties Limited v Vladimir Greveni, 2023 ONLTB 40035

Date: 2023-05-30

File Number: LTB-L-039513-22

In the matter of: 1B, 90 HEATH ST W TORONTO
ON M4V1T4

Between: Hollyburn Properties Limited Landlord

and

Vladimir Greveni Tenant

Hollyburn Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Vladimir Greveni (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 16, 2023.

The Landlord's Legal Representative, Bryan Rubin, attended the hearing.

As of 9:35 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 10, 2023.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Persistently Late

3. On July 4, 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 December 2021 and continuing to June 2022.
4. Based on the uncontested evidence of the Landlord's Representative, I find the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent was paid late 7 times in 7 months between December 2021 and June 2022.
5. Since the N8 Notice was served, the Tenant has continued to make partial payments towards rent. These amounts were paid intermittently and late. I find that in total, the Tenant has continued to fail to pay rent on the date it was due for a further 11 months.
6. The Landlord's Representative submitted there has been no communication from the Tenant in response to notices of termination and requests to pay the rent on time. The Landlord's Representative further submitted that the late and partial payments of the Tenant add financial stress and require the Landlord to take additional steps to address.
7. The Tenant did not attend and so no other circumstances were presented to me.
8. As a result, having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I 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

9. On its application, the Landlord sought daily compensation.
10. As of October 1, 2022, the daily compensation was \$48.72. This amount is calculated as follows: \$1,481.90 x 12, divided by 365 days.
11. On February 1, 2023, the rent increased and so I find the daily compensation increased to \$49.30. This amount is calculated as follows: \$1,499.68 x 12, divided by 365 days.
12. As a result, I find the Tenant was required to pay the Landlord \$11,169.06 in daily compensation for use and occupation of the rental unit for the period from October 1, 2022 to May 16, 2023.
13. The Tenant has continued to pay rent – albeit the Landlord's Representative indicated the Tenant remained in arrears in the amount of \$3,324.14 as of the date of hearing. It is understood the Tenant is not expected to pay the same rent twice. As a result, any amounts the Tenant has paid towards rent on or after October 1, 2022, must be applied to the daily compensation awarded to the Landlord in this order.

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of these costs.
15. There is no last month's rent deposit.

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 10, 2023.
2. If the unit is not vacated on or before June 10, 2023, then starting June 11, 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 11, 2023.
4. The Tenant shall pay to the Landlord \$11,169.06, which represents compensation for the use of the unit from October 1, 2022 to May 16, 2023. Any rent payments made by the Tenant to the Landlord on or after October 1, 2022, must be applied to this amount.
5. The Tenant shall also pay the Landlord compensation of \$49.30 per day for the use of the unit starting May 17, 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 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 11, 2023 at 6.00% annually on the balance outstanding.

May 30, 2023

Date Issued

Rebecca Case

Vice Chair, 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 11, 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.