



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

Citation: Manuel Oliveira v Jaime Maynard, 2023 ONLTB 40040

Date: 2023-05-25

File Number: LTB-L-044657-22

In the matter of: BASEMENT UNIT, 43 BACK ST BRADFORD
ON L3Z1W8

Between: Manuel Oliveira Landlord

And

Danny Lee Tenants
Jaime Maynard

Manuel Oliveira (the 'Landlord') applied for an order to terminate the tenancy and evict Danny Lee and Jaime Maynard (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 May 18, 2023 at 9:00 a.m.

The Landlord, represented by Roz Bianchi, a licensed Paralegal. ,and Tenant Jamie Maynard, representing herself and Danny Lee, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy the claim for compensation in the application. Therefore, I will be granting the Landlord termination of tenancy and compensation
2. The Tenants was in possession of the rental unit on the date the application was filed.

N8 Notice of Termination

3. On July 21, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the following allegations: the Tenants have 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 has been paid late 11 times in the past 12 months. The Tenant did not contest and was unable to produce any information or documents to contest this allegation.

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4. In the following 8 months after the termination notice was served the Tenants were late paying the rent 8 times. The Tenant did not contest and was unable to produce any information or documents to contest this allegation.

Daily compensation – Last Month's Rent Deposit

5. The Tenant was required to pay the Landlord \$8,302.68 in daily compensation for use and occupation of the rental unit for the period from October 1, 2022 to May 18, 2023.
6. Based on the Monthly rent, the daily compensation is \$36.53. This amount is calculated as follows: \$1,111.00 x 12, divided by 365 days.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from eviction

9. 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 not be unfair to postpone the eviction until June 30, 2023 pursuant to subsection 83(1)(b) of the Act. The Tenants have lived in the rental unit for approximately 4 years; Tenant Jaime Maynard requested 4 months to enable her to find alternative accommodation. The Landlord contested this submission. I find that it would not be unfair to provide the Tenants with an additional 3 weeks to locate alternative housing.

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 June 30, 2023.
2. If the unit is not vacated on or before June 30, 2023, then starting July 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 July 1, 2023.

4. The Tenants shall pay to the Landlord \$8,302.68, which represents compensation for the use of the unit from October 1, 2022 to May 18, 2023.
5. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.

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6. The total amount the Tenants owes the Landlord is \$8,488.68. If the Tenants have made any payments to the Landlord from October 1, 2022 to May 18, 2023, then the Landlord shall deduct this amount from the outstanding balance.
7. The Tenants shall also pay the Landlord compensation of \$36.10 per day for the use of the unit starting May 19, 2023 until the date the Tenants moves out of the unit.
8. If the Tenants does not pay the Landlord the full amount owing on or before June 30, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2023 at 6.00% annually on the balance outstanding.

May 25, 2023

Date Issued

Peter Pavlovic

Member, Landlord and Tenants 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 January 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.

