



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

**Citation:** Kiran Neote v Ann-marie Mitchell, 2023 ONLTB 39687

**Date:** 2023-05-24

**File Number:** LTB-L-043716-22

**In the matter of:** Basement Unit, 1525 MELDRON DR PICKERING  
ON L1V6T2

**Between:** Balwant Neote Landlords  
Kiran Neote

**And**

Ann-marie Mitchell Tenants  
Zhane Mitchell

Balwant Neote and Kiran Neote (the 'Landlords') applied for an order to terminate the tenancy and evict Ann-marie Mitchell and Zhane Mitchell (the 'Tenants') because:

- the Tenants have been persistently late in paying rent

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on May 17, 2023. The Landlord was represented at the hearing by Shahid Mirza. 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, then tenancy is terminated.
2. The Tenant has persistently failed to pay the rent on the date it was due. The rent has been paid late 19 times since May 2021.
3. The Tenant was required to pay the Landlord \$9,113.42 in daily compensation for use and occupation of the rental unit for the period from November 1, 2022, to May 17, 2023.

4. Based on the Monthly rent, the daily compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.

Order Page 1 of 2

**File Number:** LTB-L-043716-22

7. 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.

**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 4, 2023.
2. If the unit is not vacated on or before June 4, 2023, then starting June 5, 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 5, 2023.
4. The Tenant shall pay to the Landlord \$9,113.42, which represents compensation for the use of the unit from November 1, 2022, to May 17, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
5. The Tenant shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting May 18, 2023, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant owes the Landlord is \$9299.42
8. If the Tenant does not pay the Landlord the full amount owing on or before June 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 5, 2023, at 6.00% annually on the balance outstanding.

**May 24, 2023**  
**Date Issued**

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Bryan Delorenzi  
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 5, 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.