



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

Citation: Lavrnic v Atlee, 2023 ONLTB 34795

Date: 2023-05-08

File Number: LTB-L-031671-22

In the matter of: 23 CLOVERDALE AVE
HAMILTON ON L8K4L8

Between: Veljko Lavrnic Landlord

And

Megan Atlee Tenants
Robin Atlee

Veljko Lavrnic (the 'Landlord') applied for an order to terminate the tenancy and evict Megan Atlee and Robin Atlee (the 'Tenants') because:

- the Tenants have 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 April 5, 2023.

Only the Landlord and the Landlord's representative, Jordan Nieuhof attended the hearing.

As of 10:17 a.m., the Tenants 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 application is granted, and the tenancy shall terminate.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On May 19, 2022, the Landlord gave the Tenants an N8 notice of termination. The notice of termination contains the following allegations:
 - The Tenant paid the rent late each month during the period April 1, 2021 to May 1, 2022 (14 months).

4. Since the application was filed, the Tenants have continued to be pay the rent late every month during the period June 1, 2022 to April 1, 2023.
5. Therefore, I find that 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 25 times since April 1, 2021.
6. The Tenants were required to pay the Landlord \$12,026.30 in daily compensation for use and occupation of the rental unit for the period from August 1, 2022 to April 5, 2023.
7. Based on the Monthly rent, the daily compensation is \$48.49. This amount is calculated as follows: \$1,475.00 x 12, divided by 365 days.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,450.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$126.13 is owing to the Tenants for the period from August 1, 2017 to April 5, 2023.
10. 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.

Relief from eviction

11. 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.
2. The Tenants 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 Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before May 19, 2023.
2. If the unit is not vacated on or before May 19, 2023, then starting May 20, 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 May 20, 2023.
4. The Tenants shall pay to the Landlord \$10,450.17, which represents compensation for the use of the unit from August 1, 2022 to April 5, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.

5. The Tenants shall also pay the Landlord compensation of \$48.49 per day for the use of the unit starting April 6, 2023 until the date the Tenants moves out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 19, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 20, 2023 at 6.00% annually on the balance outstanding.

May 8, 2023
Date Issued

Camille Clyne
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 November 20, 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.