



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

**File Number:** LTB-L-030946-24

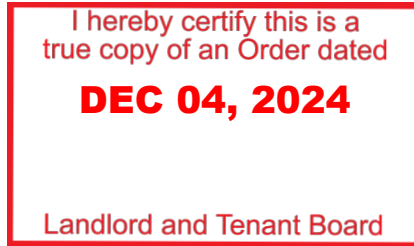
**In the matter of:** 592 CORBETT ST  
Hamilton ON L8H6V1

**Between:** Kavita Behal Landlord  
Narinder Behal

**And**

Austin Giovanni Angliss  
Kennedy Chard  
Diana Stewart

Tenant



Kavita Behal and Narinder Behal (the 'Landlord') applied for an order to terminate the tenancy and evict Austin Giovanni angliss, Kennedy Chard and Diana Stewart (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent;
- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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 October 16, 2024.

The Landlord and the Landlord's Legal Representative Divleen Divleen and the Tenant Austin Giovanni Angliss attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

**It is determined that:**

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 is terminated effective December 15, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 17, 2024, the Landlord gave the Tenant an N8 notice of termination deemed served on January 17, 2024. The notice of termination contains the following allegations: That the Tenant was late from June 2023 to December 2023 inclusive.


4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late 7 times in the past 7 months. I am satisfied that this constitutes persistently late payment of rent.
5. The Landlord's Legal Representative indicated that the Tenant has not paid any rent since April 1, 2024.
6. The Tenant did not substantially dispute the allegations of late payment. He testified that he began receiving less hours at work and lost his job in June 2024. The Tenant has applied for employment insurance but is not currently in receipt of any income. However, he believes he should receive employment insurance payments soon and has actively been seeking new employment.
7. The Tenant was required to pay the Landlord \$17,665.23 in daily compensation for use and occupation of the rental unit for the period from April 1, 2024 to October 16, 2024.
8. Based on the Monthly rent, the daily compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
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. At the hearing the Tenant testified that he had secured new housing and was seeking a delay until the end of November 2024 when that accommodation would be ready. Considering the date of this order I find that a standard order is appropriate as the Tenant has now had enough time to secure this alternate accommodation.

**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 December 15, 2024.
2. If the unit is not vacated on or before December 15, 2024, then starting December 16, 2024, 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 December 16, 2024.
4. The Tenant shall pay to the Landlord \$17,665.23, which represents compensation for the use of the unit from April 1, 2024 to October 16, 2024.
5. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting October 17, 2024 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. The total amount the Tenant owes the Landlord is \$17,851.23.

8. If the Tenant does not pay the Landlord the full amount owing on or before December 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from December 16, 2024 at 6.00% annually on the balance outstanding.

**December 4, 2024**  
**Date Issued**

  
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Reid Jackson  
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 June 16, 2025 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.