



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107145-25

In the matter of: UPPER UNIT- 92 BLENHEIM DR
HAMILTON ON L8E1 W5

Between: Raymond Mileski Landlord

and

Josip Deveric
Katarina Deveric Tenants

Raymond Mileski (the 'Landlord') applied for an order to terminate the tenancy and evict Josip Deveric and Katarina Deveric (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 4, 2026.

The Landlord and Tenants, Josip Deveric, attended the hearing. Josip Deveric testified on behalf of the Tenants.

Determinations:

1. The Landlord requested that I amend the application to add upper unit to the rental address. The Tenants did not object and I consented to the amendment.

Adjournment request

2. Josip Deveric requested an adjournment because his son was undergoing surgery at the time of the hearing. The Landlord objected to the adjournment.
3. I asked Mr. Deveric whether he would be able to participate at the hearing if the matter was called earlier. Mr. Deveric indicated that he could participate until he was called by the doctor. When I called the matter, I advised Mr. Deveric to inform me if, at any time during the hearing, he was unable to continue participating. Mr. Deveric agreed, and I proceeded to hear the merits of the application. Mr. Deveric was in attendance for the entire hearing.

Section 82 Issues

4. Mr. Deveric intended to raise maintenance issues at the hearing.
5. Rule 19.4 of the Board's Rules of Procedure provides that a Tenant who wishes to raise s.82 issues at a hearing must serve the Landlord and file with the Board a list of their

issues as well as their supporting evidence at least seven days before the hearing. Further, rule 19.5 provides that a Tenant who fails to comply with s.19.4 shall not be permitted to raise these issues at the hearing unless the Board is satisfied that they could not comply.

6. In this case, the Tenants did not comply with the requirements set out in the Act and the Board's rules. The Tenant stated that they did not submit their maintenance issues to the Board and to the Landlord in advance of this hearing because they were unaware of the Board's procedures. I informed the Tenants that they can file a separate application to the Board regarding the maintenance issues.
7. I find that the Tenant had advance notice of this hearing and ample opportunity to raise section 82 issues, but they did not. For this reason, I did not hear any evidence or submission with respect to the Tenant's s.82 issues.

Joint Tenancy

8. The Landlord testified that Mara Josipovic, Josip Deveric, and Katarina Deveric are listed on lease agreement as joint Tenants.
9. Mr. Deveric testified that he received the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on December 1, 2025, which is 14 days prior to the termination date set out on the N4 notice.
10. Mr. Deveric also testified that his mother-in-law, Mara Josipovic, vacated the rental unit in September 2025. The Landlord responded that while Mara Josipovic was the only one that paid the rent, all the Tenants are jointly and severally liable under the tenancy agreement.
11. Based on the evidence before me, Mara Josipovic, vacated the rental unit before the N4 notice was served and before the Landlord filed the L1 application on December 22, 2025.
12. While the Board has the jurisdiction to order arrears against a Tenants or former Tenants no longer in a possession of a rental unit, they must be served with notice of the application and notice of the hearing, in accordance with Rule 3.3 of the Board Rules of Procedure. In this case, that did not occur because I find that she vacated prior to the service of the N4 Notice and the L1 Application.
13. It may be that Mara Josipovic remains a Tenant and is jointly liable for the arrears in question: *Osgoode Properties v. Northmore*, 2018 CanLII 153456 (ON LTB) at paras 21-23, 64-68. However, because she has not been served with notice of this proceeding, the Board cannot make an order against her. Therefore, Mara Josipovic is removed from the application.

Rental Arrears

14. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.

15. As of the hearing date, the Tenants Josip Deveric and Katarina Deveric were still in possession of the rental unit.
16. The lawful rent is \$2,750.00. It is due on the 1st day of each month.
17. Based on the Monthly rent, the daily rent/compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
18. The Tenants has paid \$1,900.00 to the Landlord since the application was filed.
19. It is not in dispute that the rent arrears owing to March 31, 2026, are \$15,600.00.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord collected a rent deposit of \$2,750.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. Interest on the rent deposit, in the amount of \$14.71 is owing to the Tenants for the period from December 2, 2025, to March 4, 2026.

Relief from eviction

22. 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 April 30, 2026, pursuant to subsection 83(1)(b) of the Act.
23. The parties were unsuccessful resolving the issue of rent arrears through a payment plan. The Landlord sought an eviction order for termination and eviction with 11 days for the Tenants to pay off all outstanding amounts and void the order. The Landlord is elderly and lives in the basement unit of the home. He indicated that he relies on the Tenants to pay their rent.
24. The Tenants have two minor children. Josip Deveric indicated that he is self-employed. He testified that he has secured a few fence contracts and expects to make \$10,000.00. He stated that the household expenses are \$4,000.00. He sought to preserve the tenancy. He also requested 2-3 months delay for an eviction order.
25. The evidence establishes that the Tenants are unable to afford the current rent, and the arrears have accumulated to \$15,600.00. The Tenants have not made any payments since the application was filed. I find that the tenancy is not viable. However, I find that a postponement is reasonable to allow the Tenants an opportunity to preserve their tenancy, or if necessary, secure alternative accommodation.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the Board in trust:**

- \$15,786.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,536.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the Board to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after April 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 30, 2026.**
 5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$10,632.93. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$90.41 per day for the use of the unit starting March 5, 2026, until the date the Tenants moves out of the unit.
 7. If the Tenants does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. 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 1, 2026.

March 11, 2026
Date Issued

Adeela Alvez
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 expires on November 1, 2026, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$17,500.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,900.00
Total the Tenants must pay to continue the tenancy	\$15,786.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$20,250.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,900.00
Total the Tenants must pay to continue the tenancy	\$18,536.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date, March 4, 2026	\$15,111.64
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,900.00
Less the amount of the last month's rent deposit	- \$2,750.00
Less the amount of the interest on the last month's rent deposit	- \$14.71
Total amount owing to the Landlord	\$10,632.93
Plus daily compensation owing for each day of occupation starting March 5, 2026	\$90.41 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	