



Order under Section 69 Residential Tenancies Act, 2006

Citation: Everingham v Ward, 2023 ONLTB 64036

Date: 2023-09-27

File Number: LTB-L-036136-23

In the matter of: Basement Unit, 1299 NAPIER CRES
OAKVILLE ON L6H2A5

Between: John Everingham and Debra Everingham

And

Talisha K. Ward

I hereby certify this is a
true copy of an Order dated
Sep 27, 2023
Landlord and Tenant Board

Landlords

Tenant

John Everingham and Debra Everingham (the 'Landlords') applied for an order to terminate the tenancy and evict Talisha K. Ward (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 13, 2023.

The Landlords, the Landlords' Legal Representative, D. Purdy, and the Tenant attended the hearing.

Determinations:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,250.00. It is due on the 10th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows: \$1,250.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,750.00 to the Landlords since the application was filed.
6. The Tenant did not dispute that the rent arrears owing to October 9, 2023 are \$7,250.00.
7. The Landlords 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'), including the impact of COVID-19 on the parties and whether the Landlords attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until October 9, 2023 pursuant to subsection 83(1)(b) of the Act.
10. The Tenant has been struggling financially as her company has cut back her hours. She has 3 kids, 1 is in their first year of University. She stated that she has applied for Ontario Works and started walking dogs as another source of income. She requested a month to leave the premises.
11. The Landlords' Legal Representative submitted that the Landlords have been trying to work with the Tenant, there have been signed agreements for repayment that the Tenant has not met. The Landlord's Legal Representative submitted that the only payment received came from Halton Housing.
12. The rent arrears currently outstanding are \$7,250.00, which is a significant increase since the application was filed seeking rent arrears \$3,750.00. The Tenant has no ability to pay the rent arrears, there is no last month's rent deposit, and this tenancy is less than a year old. Therefore, in these circumstances I find that it is not fair to the Landlord to delay the eviction longer than October 9, 2023 since another month's rent will be due and owing as of October 10, 2023.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$7,436.00 if the payment is made on or before October 9, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after October 9, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before October 9, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$6,350.40. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlords compensation of \$41.10 per day for the use of the unit starting September 14, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before October 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 10, 2023 at 6.00% annually on the balance outstanding.

8. If the unit is not vacated on or before October 9, 2023, then starting October 10, 2023, the Landlords 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 Landlords on or after October 10, 2023.

September 27, 2023
Date Issued



Lisa Del Vecchio
Member, Landlords 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 expires on April 10, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 9, 2023

Rent Owing To October 9, 2023	\$10,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,750.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,436.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,914.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,750.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlords owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlords	\$6,350.40
Plus daily compensation owing for each day of occupation starting September 14, 2023	\$41.10 (per day)