



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

**Citation:** McLean v Littleton, 2022 ONLTB 1429

**Date:** 2022-07-15

**File Number:** LTB-L-012430-22

**In the matter of:** 12 ATHLONE CRT  
CHATHAM ON N7L1X9

**Between:** Drew McLean

**And**

Janet Caron Littleton

I hereby certify this is a  
true copy of an Order dated  
**JUL 15, 2022**  
Landlord and Tenant Board

Landlord

Tenant

Drew McLean (the 'Landlord') applied for an order to terminate the tenancy and evict Janet Caron Littleton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 7, 2022.

The Landlord, the Landlord's Legal Representative, Robert Rose, and the Tenant attended the hearing.

**Determinations:**

1. The Landlord 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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,030.95 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2022 are \$7,969.05.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,000.00 from the Tenant 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.
9. At the hearing, the Tenant requested an eight-month payment plan in order to pay back the outstanding rent arrears. Both the Landlord and the Landlord's Legal Representative

objected to this as they stated that the Tenant had already entered into a payment plan with the Landlord earlier this year which was not followed by the Tenant. The Tenant also admitted to missing the last two month's rent payments even though she had the money to pay the Landlord. The Landlord added that the rental arrears were causing a financial hardship for him and the Landlord's Legal Representative requested a standard order from the Board. The Tenant testified that she had four children to care for and could not lose her home.

10. 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 September 30, 2022 pursuant to subsection 83(1)(b) of the Act. This will allow the Tenant the time to either pay the arrears owing to the Landlord or find another place to live.
11. This order contains all of the reasons in this matter and no further reasons shall be issued.

**It is ordered that:**

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
  - **\$8,155.05** if the payment is made on or before July 31, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - **\$10,155.05** if the payment is made on or before August 31, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - **\$12,155.05** if the payment is made on or before September 30, 2022. 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 September 30, 2022 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 September 30, 2022.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$4,596.89**. 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 Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of **\$65.75** per day for the use of the unit starting July 8, 2022 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before September 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2022 at 2.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2022, then starting October 1, 2022, 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 October 1, 2022.

**July 15, 2022**  
**Date Issued**

*Michael Di Salle*

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Michael Di Salle  
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 expires on April 1, 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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 July 31, 2022**

Rent Owing To July 31, 2022	\$12,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,030.95
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$8,155.05</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2022**

Rent Owing To August 31, 2022	\$14,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,030.95
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,155.05</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2022**

Rent Owing To September 30, 2022	\$16,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,030.95
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,155.05</b>

**D. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$10,460.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,030.95
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$18.41
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$4,596.89</b>
Plus daily compensation owing for each day of occupation starting July 8, 2022	\$65.75 (per day)