



MAY 26, 2023

Amanda Koratz

Landlord and Tenant Board

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

Citation: Dawn Devlin v Jill Jarvis, 2023 ONLTB 40277

Date: 2023-05-26

File Number: LTB-L-064689-22

In the matter of: 572 TENTH ST
COLLINGWOOD ON L9Y4C1

Between: Dawn Devlin Landlord

And

Jill Jarvis and Rob Jarvis Tenants

Dawn Devlin (the 'Landlord') applied for an order to terminate the tenancy and evict Jill Jarvis and Rob Jarvis the ('Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 9, 2023.

The Landlord and the Tenants attended the hearing.

Determinations:

1. 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.
2. As of the hearing date the Tenant Rob Jarvis was still in possession of the rental unit. The Tenant Jill Jarvis was in possession of the rental unit when the application was filed.
3. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$14,815.00
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 \$1,350.00 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.
9. Interest on the rent deposit, in the amount of \$95.35 is owing to the Tenants for the period from August 11, 2018 to May 9, 2023.

10. The Tenant Rob Jarvis requested relief from eviction in the form of a repayment plan. The Tenant testified that he could pay \$1,000.00 towards the arrears each month.
11. The Landlord is opposed to a repayment plan and testified that she has never offered one to the Tenants because they have falsified documents in the past.
12. While I am concerned that the Landlord has never offered the Tenants a repayment plan, I do not think it would be fair in the circumstances to impose a repayment plan because I am not satisfied that the Tenants would abide by it. The Tenants have made no rent payments in 5 months. The Tenant Rob Jarvis also testified that he has been employed since December 2022 but yet no rent payments have been made.
13. Additionally, I also do not think it would be fair in the circumstances to impose a repayment plan because on the Tenants' proposed schedule it will take 15 months for the arrears to be paid off. The Landlord testified that the rental property is her only source of income and I do not find that 15 months is a reasonable period for repayment.
14. The Tenant Rob Jarvis also requested relief from eviction in the form of a delayed eviction to June 30, 2023.
15. The Landlord is opposed to a delayed eviction.
16. 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 June 11, 2023 pursuant to subsection 83(1)(b) of the Act. This is to provide the Tenant with time to find new living arrangements. However, I have declined to postpone the eviction any further than June 11, 2023 because of the large amount of outstanding arrears and the impact the non-payment of rent has had on the Landlord.

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 LTB in trust:**
 - \$15,001.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$16,401.00 if the payment is made on or before June 11, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 11, 2023 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 11, 2023.**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,569.92. 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 \$46.03 per day for the use of the unit starting May 10, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 6, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 7, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 11, 2023, then starting June 12, 2023, 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 June 12, 2023.

May 26, 2023
Date Issued



Amanda Kovats
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 December 12, 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.

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 May 31, 2023

Rent Owing To May 31, 2023	\$14,815.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Total the Tenants must pay to continue the tenancy	\$15,001.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 11, 2023

Rent Owing To June 30, 2023	\$16,215.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Total the Tenants must pay to continue the tenancy	\$16,401.00

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

Rent Owing To Hearing Date	\$13,829.27
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$95.35
Total amount owing to the Landlord	\$12,569.92
Plus daily compensation owing for each day of occupation starting May 10, 2023	\$46.03 (per day)