



Order under Section 69 Residential Tenancies Act, 2006

Citation: Burtman v Douglas, 2024 ONLTB 23937

Date: 2024-04-11

File Number: LTB-L-086308-23

In the matter of: 2202, 950 PORTAGE PKY
CONCORD ON L4K0J7

Between: Daniel Burtman

And

Skye Douglas
Erin Ifill

I hereby certify this is a
true copy of an Order dated

APR 11, 2024

Landlord and Tenant Board

Landlord

Tenants

Daniel Burtman (the 'Landlord') applied for an order to terminate the tenancy and evict Skye Douglas and Erin Ifill (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 25, 2024.

Only the Landlord and the Landlord's Legal Representative, Evgeny Aptekar, attended the hearing.

As of 10:57 am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,750.00. It is due on the 1st day of each month.
4. 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.
5. Since the application has been filed, the amount of \$1,000.00 was paid to the Landlord by the Regional Municipality of York on behalf of the Tenants.
6. The rent arrears owing to March 31, 2024 are \$15,500.00.

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 \$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.
9. Interest on the rent deposit, in the amount of \$49.91 is owing to the Tenants for the period from July 5, 2023 to March 25, 2024.

Relief from Eviction:

10. The Landlord's Legal Representative submitted that a payment agreement was offered to the Tenants to sign on January 6, 2024, as well as an offer for the Tenants to propose another payment agreement more convenient for them. The Tenants did not sign the proposed payment agreement, nor did they make any attempts to negotiate a payment plan of their own.
11. The Landlord's Legal Representative further submitted that, approximately four or five days before the hearing, the Tenants reached out asking if the previous proposed payment agreement was still an option. The Landlord's Legal Representative stated that payment agreement had expired, but that the Landlord was open to negotiating another one, and then submitted a new payment agreement to the Tenants via email. The Tenants did not reply or follow up with the Landlord to work out a new payment agreement prior to the hearing.
12. When asked about whether the Landlord is aware of any situational factors the Tenants face with respect to them possibly facing eviction, the Landlord replied that the Tenants are a couple with no children and have only been living in the rental unit since August 2023. He was not aware of any other factors for consideration.
13. 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 Landlord attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Landlord has made multiple efforts to arrange a payment agreement with the Tenants to no avail. The Tenants were also not present, though properly provided with notice of the hearing, to submit any evidence to the contrary or provide any evidence for additional consideration.

It is ordered that:

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

- \$18,436.00 if the payment is made on or before April 22, 2024. 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 April 22, 2024, 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 April 22, 2024.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,396.34. 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 26, 2024, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before April 22, 2024, the Tenants will start to owe interest. This will be simple interest calculated from April 23, 2024 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 22, 2024, then starting April 23, 2024, 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 April 23, 2024.

April 11, 2024
Date Issued



Fotoula Hatzantonis
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 October 23, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 22, 2024

Rent Owing To April 30, 2024	\$19,250.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,000.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$18,436.00

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

Rent Owing To Hearing Date	\$16,010.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,000.00
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	- \$2,750.00
Less the amount of the interest on the last month's rent deposit	- \$49.91
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$12,396.34
Plus daily compensation owing for each day of occupation starting March 26, 2024	\$90.41 (per day)