



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

**Citation:** Macisaac v Tilley, 2022 ONLTB 12442

**Date:** 2022-11-21

**File Number:** LTB-L-023302-22

**In the matter of:** Lower, 9 PROCTOR BLVD  
HAMILTON ON L8M2M2

**Between:** Frances Tsang, Matthew C Maclsaac

Landlord

**And**

Amanda Tilley, Elizabeth Tilley, Jennifer  
Lapointe,

Tenants

I hereby certify this is a  
true copy of an Order dated  
**NOV. 21, 2022**  
Landlord and Tenant Board

Frances Tsang, Matthew C Maclsaac (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Tilley, Elizabeth Tilley, Jennifer Lapointe, (the 'Tenants') because the Tenant did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 10, 2022, at 2:45 P.M.

The Landlords and the Tenants, Ms. Jennifer Lapointe, and Ms. Amanda Tilley, attended the hearing.

**Determinations:**

1. Mr. Bernard Tilley (deceased August 24, 2022), and Nate Legacy (minor) were removed as Tenants related to this matter.
2. 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,428.80. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$79.85. This amount is calculated as follows: \$2,428.80 x 12, divided by 365 days.
6. The Tenants paid \$9744.00 since the application was filed.
7. The rent arrears owing to November 30, 2022 are \$19,372.80.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of \$2,400.00 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.
10. Interest on the rent deposit, in the amount of \$89.73 is owing to the Tenant for the period from July 31, 2019 to November 10, 2022.
11. 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 January 31, 2023 pursuant to subsection 83(1)(b) of the Act. The Tenants testified that they have experienced numerous challenges resulting from the death of co-tenant, Mr. Bernard Tilley, and the fact that their child (6 years old) is on the Autism spectrum, along with accessing financial support from Ontarians with Disability Support Programme ('ODSP'), and other sources of rent support. The Landlords also expressed concern regarding their own financial and health-related circumstances since purchasing the rental complex December 15, 2020. The Landlords further testified that they were willing to show some additional flexibility with the Tenants, who they believe have attempted to show good faith, but also understand they have serious challenges with rent payments. I find the Landlords' testimony to be quite credible, and are cognizant of the need for some added relief from eviction in the circumstances.

**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:**
  - \$9,814.80 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$12,243.60 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

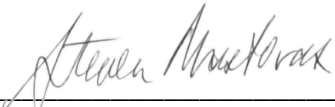
**OR**

  - \$14,672.40 if the payment is made on or before January 31, 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 January 31, 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 January 31, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,694.77. 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 \$78.90 per day for the use of the unit starting November 11, 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 December 2, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 3, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2023, then starting February 1, 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 February 1, 2023.

**November 21, 2022**  
**Date Issued**

  
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**Steven Mastoras**  
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 August 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.

**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 November 30, 2022**

Rent Owing To November 30, 2022	\$19,372.80
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	- \$9,744.00
<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>\$9,814.80</b>

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

Rent Owing To December 31, 2022	\$21,801.60
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	- \$9,744.00
<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>\$12,243.60</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2023**

Rent Owing To January 31, 2023	\$24,230.40
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	- \$9,744.00
<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>\$14,672.40</b>

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

Rent Owing To Hearing Date	\$17,742.50
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	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$9,744.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,400.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$89.73
<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>\$5,694.77</b>
Plus daily compensation owing for each day of occupation starting November 11, 2022	\$78.90 (per day)

