



July 20, 2022

Landlord and Tenant Board

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

Citation: Tran v Arnold, 2022 ONLTB 1949

Date: 2022-07-20

File Number: LTB-L-000244-21

In the matter of: 179453 GREY ROAD 17
GEORGIAN BLUFFS ON N0H2T0

Between: 11784072 CANADA INC, Chao Liu, Chau Tran, My Pel Landlord

And

Allisa Arnold, Andrew Hunter, April Arnold, Hailey Arnold, Patrick Arnold Tenant

11784072 CANADA INC, Chao Liu, Chau Tran, My Pel (the 'Landlord') applied for an order to terminate the tenancy and evict Allisa Arnold, Andrew Hunter, April Arnold, Hailey Arnold, Patrick Arnold (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 20, 2022.

The Landlord, the Landlord's Agent Sok Hong Chhor and the Tenant, Patrick Arnold 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 \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2022 are \$23,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

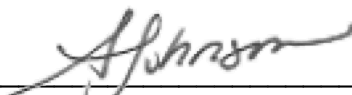
8. The Landlord collected a rent deposit of \$2,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. I have considered all of the disclosed circumstances in accordance 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act for the reasons that follow.
10. The Landlord's Agent submitted that the Landlord had reached out to the Tenants many times prior and since the application was filed in order to resolve the matter of the outstanding rent. Unfortunately, the Tenants did not respond to any of the Landlord's offers some of which included rent forgiveness for work to be completed by the Tenants on the rental property. At the time of the hearing the Landlords were not interested in a repayment plan given the large amount of outstanding arrears and the Tenants inability to pay the monthly rent on a consistent basis since moving into the rental unit. Since January 1, 2022 to the date of the hearing the Tenants have only paid the Landlords \$4,200.00, accumulating additional arrears of \$16,200 since the application filing. As a result, the Landlord's Agent requested a standard order from the Board.
11. At the hearing, the Tenant, Patrick Arnold, admitted to having difficulty paying the rent since he is self employed, has been impacted by the third wave of COVID, and supports two grown children and grandchildren living with him in the rental unit. The Tenant submitted that the monthly rent of \$2,700.00 is substantial and while his employment was previously impacted he now has firm jobs lined up to mid July. The Tenant did not dispute that the Landlord made attempts to address the arrears, however he didn't think the Landlord's offers were fair as they were time limited with unrealistic expiry dates. While his income is uncertain he is hopeful he will be awarded other contracts he has bid on and would like to remain living in the rental unit.
12. In arriving at the termination date, I take into consideration a variety of factors relevant to this tenancy. The rent is high based on the sole variable income of Patrick Arnold, unpredictability of securing additional work beyond mid July, and the other tenants who have not demonstrated contributions in meeting their commitments in fulfilling their financial obligations to the lease agreement. I also take into consideration the relatively short tenancy, having only moved into the rental unit on April 1, 2021 the Tenants have consistently proven a track record of late, partial or non payments of rent and as a result amassed a large amount of arrears.
13. This order contains all of the reasons in this matter and no further reasons will 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:**

- \$21,886.00 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2022**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,547.52. 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 \$88.77 per day for the use of the unit starting June 21, 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 July 31, 2022, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2022 at 3.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2022, then starting August 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 August 1, 2022.

July 20, 2022
Date Issued



Alicia Johnson
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 February 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	\$25,900.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total the Tenant must pay to continue the tenancy	\$21,886.00

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

Rent Owing To Hearing Date	\$22,275.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
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	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$13.88
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total amount owing to the Landlord	\$15,547.52
Plus daily compensation owing for each day of occupation starting June 21, 2022	\$88.77 (per day)