



**DEC 18, 2023**

*Elan Shemtov*

Landlord and Tenant Board

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

**Citation:** 1273932 Ontario Inc operating as Sterling Place v Birch, 2023 ONLTB 82088

**Date:** 2023-12-18

**File Number:** LTB-L-006921-23

**In the matter of:** B2, 330 CLARENCE ST  
LONDON ON N6A6H6

**Between:** 1273932 Ontario Inc. o/a Sterling Place and Landlords  
100449275 Canada Inc. o/a London Canada  
Rentals

**And**

Raymond Leonard John Birch also known as Tenant  
Ray Birch also known as John Birch

1273932 Ontario Inc. o/a Sterling Place and 100449275 Canada Inc. o/a London Canada Rentals (the 'Landlords') applied for an order to terminate the tenancy and evict Raymond Leonard John Birch (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 application)
- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex (L2 application)
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises (L2 application)
- the Tenant has been persistently late in paying the Tenant's rent (L2 application)

This application was heard by videoconference on December 13, 2023.

Only the Landlords' Representative Loryn Lux attended the hearing.

As of 9:58am, the Tenant was 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 Landlords' evidence.

At the hearing, the Landlords sought to withdraw the L2 application and the LTB consented to the request.

**Determinations:**

1. The Landlords 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 \$688.07. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$22.62. This amount is calculated as follows: \$688.07 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2023 are \$9,907.02.
7. The Landlords incurred costs of \$186.00 for filing the application and are entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$599.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$73.93 is owing to the Tenant for the period from June 1, 2016 to December 13, 2023.
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 January 31, 2024 pursuant to subsection 83(1)(b) of the Act. While the Tenant was not present to explain any circumstances for relief, a delayed eviction of 1 month is not unfair and will provide the Tenant some more time to void this order and preserve their tenancy or find another place to live.

**It is ordered that:**

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
    - \$10,093.02 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$10,781.09 if the payment is made on or before January 31, 2024. 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, 2024 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, 2024.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$9,026.08. 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 Landlords owe 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 Landlords compensation of \$22.62 per day for the use of the unit starting December 14, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before January 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2024, then starting February 1, 2024, the Landlords 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 Landlords on or after February 1, 2024.

**December 18, 2023**  
**Date Issued**

*Elan Shemtov*

---

Elan Shemtov  
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, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2023**

Rent Owing To December 31, 2023	\$9,907.02
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owe 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>\$10,093.02</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2024**

Rent Owing To January 31, 2024	\$10,595.08
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owe 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>\$10,781.09</b>

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

Rent Owing To Hearing Date	\$9,513.01
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
<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	- \$599.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$73.93
<b>Less</b> the amount the Landlords owe 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 Landlords</b>	<b>\$9,026.08</b>
Plus daily compensation owing for each day of occupation starting December 14, 2023	\$22.62 (per day)