



Order under Section 69 Residential Tenancies Act, 2006

Citation: Locke v Denny, 2024 ONLTB 28488

Date: 2024-04-16

File Number: LTB-L-089523-23

In the matter of: B, 12 Victoria Park Crescent
Morrisburg ON K0C1X0

Between: Carol Locke
Arlie Locke

And

Donald Denny

I hereby certify this is a
true copy of an Order dated
Apr. 16, 2024
Landlord and Tenant Board

Landlord

Tenant

Carol Locke and Arlie Locke (the 'Landlord') applied for an order to terminate the tenancy and evict Donald Denny (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 12, 2024. Only the Landlords attended the hearing.

As of 10:18 a.m., 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.

Preliminary Issue:

The hearing of this application was adjourned on April 8, 2024 due to the Tenant's claim that his diabetic sugar level was 29, he called Telehealth Ontario and was told to attend a hospital. The Tenant, who has never had levels at 29, was at 7 the night before and had no explanation for the spike.

To minimize the prejudice to the Landlords, the parties were informed that the application will be rescheduled for Friday April 12, 2024 at 10:00 a.m. The Tenant was instructed to provide, to the Board via email prior to April 12, 2024, a copy of the screenshot of his call to Telehealth that morning, and also a copy of any document confirming his visit to the hospital.

The Notice of Hearing was sent by courier to the Tenant on April 9, 2024. In addition, the Landlords sent the Tenant a copy by email at 9:48 a.m. while at the hearing on April 12, 2024. I waited over 15 minutes to give the Tenant time to join the hearing but he did not. As a result, the hearing proceeded with only the Landlords' evidence.

After the hearing I received an email from the Board's hearing support team informing me that the Tenant called at 10:36 a.m. because the hearing had not commenced. I am satisfied that the Tenant is acting in bad faith as not only did he fail to provide the requested information showing that he

called Telehealth and required a visit to the hospital on April 8, 2024, but having been repeatedly informed that the hearing would commence at 10:00 a.m., failed to show up.

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 \$795.90. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.17. This amount is calculated as follows: \$795.90 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 April 30, 2024 are \$12,263.24.
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 \$775.00 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. Interest on the rent deposit, in the amount of \$81.28 is owing to the Tenant for the period from March 2, 2018 to April 12, 2024.

Relief from Eviction

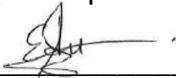
10. The Tenant has resided in the rental unit for six years and receives a pension, and financial assistance from Ontario Works. The Tenant, who has bragged to the Landlords' informants that he continues to live in the unit rent free, told the Landlord in 2023 that he was expecting a pension payment but promptly bought a car when the payment was received.
11. In May 2023, the Tenant informed the Landlord that he could not pay the rent because of other bills including medication, hydro and car insurance. More recently, the Tenant has stated that he does not have money for rent and has refused to enter a repayment agreement.
12. The Landlords have financial difficulties as a result of the Tenant's non-payment of rent and one of them has taken on a second job in order to meet their financial obligations.
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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The amount outstanding is substantial, and the Tenant, who has not paid rent since the application was filed, ignored the Landlord's attempts at a repayment agreement.

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:**
 - \$12,449.24 if the payment is made on or before April 27, 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 April 27, 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 April 27, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,111.10. 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 \$26.17 per day for the use of the unit starting April 13, 2024 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 April 27, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 28, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 27, 2024, then starting April 28, 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 28, 2024.

April 16, 2024

Date Issued



Jitewa Edu
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 28, 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 April 27, 2024

Rent Owing To April 30, 2024	\$12,263.24
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,449.24

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

Rent Owing To Hearing Date	\$11,781.38
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$775.00
Less the amount of the interest on the last month's rent deposit	- \$81.28
Total amount owing to the Landlord	\$11,111.10
Plus daily compensation owing for each day of occupation starting April 13, 2024	\$26.17 (per day)