



**JAN 12, 2024**

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

**Citation:** A.G.SECURE PROPERTY MANAGEMENT INC v Morris, 2024 ONLTB 3930

**Date:** 2024-01-12

**File Number:** LTB-L-059800-23

**In the matter of:** 3, 454 LACLIE ST  
ORILLIA ON L3V4P8

**Between:** A.G. SECURE PROPERTY MANAGEMENT Landlord  
INC

**And**

Joseph Morris Tenant

A.G. SECURE PROPERTY MANAGEMENT INC (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Morris (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 4, 2024.

The Landlord R. Hilton, the Landlord's Legal Representative N. Fazzari and the Tenant attended the hearing.

By the time this matter was heard (around 3:09 p.m.; 2 hours after the hearing block started at 1 p.m.) there were no tenant duty counsel available to speak with the Tenant although he requested counsel. The Notice of Hearing that the Tenant received contained the phone number for tenant's assistance which should have been called prior to the hearing if assistance was sought or required but the Tenant could not give me any reasonable explanation why he did not call them before the hearing day. Since the opportunity to speak with tenant duty counsel is not an absolute right, the hearing proceeded with the Tenant representing himself.

**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 \$1,691.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.59. This amount is calculated as follows: \$1,691.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

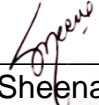
6. The rent arrears owing to January 31, 2024 are \$11,837.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,691.00 from the Tenant and this deposit is still being held by the Landlord. 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 \$39.15 is owing to the Tenant for the period from February 1, 2023 to January 4, 2024.
10. The Tenant claimed that he has done work for the owner and should be paid for it, but no disclosure of the issues or evidence was made at least seven days before the hearing as per section 82(2) of the Act and LTB Rule of Procedure 19(4), and no reasonable explanation was provided for why the Tenant could not have met this requirement. Therefore, I denied his request. He was advised to bring his own application before the Board if he chooses so.
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, 2024 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant testified that he lost his partner in early 2023 and since she managed all his finances, he has been unable to keep up. He is supposed to receive the insurance benefit for her, but he has not got it yet. Also, because he was making payments for bills from her account, the account was frozen by the bank for fraudulent activity. The account has enough money to pay off the rent arrears. He stated he could go to the bank the day after and get the account sorted out.
13. The Tenant also testified that he is on ODSP, and he does not get enough money to pay rent every month, but he plans to get a roommate to ensure rent is affordable.
14. The Landlord's Legal Representative stated that the Tenant's partner passed in February 2023 almost a year since then and the Tenant has not been able to get his finances organized. The Tenant has not made a single payment towards rent since July 2023 and it would be highly prejudicial to the Landlord to delay it beyond January 31, 2024.
15. I find that giving the Tenant time till January 31, 2024 will give him a chance to preserve his tenancy without being highly prejudicial to the Landlord.

**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:**
  - \$12,023.00 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 Landlord \$8,824.21. 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 \$55.59 per day for the use of the unit starting January 5, 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 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 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, 2024.

**January 12, 2024**  
**Date Issued**

  
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Sheena Brar  
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 January 31, 2024**

Rent Owing To January 31, 2024	\$11,837.00
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	- \$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>\$12,023.00</b>

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

Rent Owing To Hearing Date	\$10,368.36
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	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,691.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$39.15
<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>\$8,824.21</b>
Plus daily compensation owing for each day of occupation starting January 5, 2024	\$55.59 (per day)