



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

**Citation:** Northstar Property Management v Crack, ONLTB 0

**Date:** 2022-07-25

**File Number:** LTB-L-000212-21

**In the matter of:** 1, 268 ALBERT EAST, Sault Ste Marie ON  
P6A2J4

**Between:** Northstar Property Management Landlord

**And**

Ewen Crack Tenant

Northstar Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Ewen Crack (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 22, 2022.

Only the Landlord's Agent Greta Wilson attended the hearing.

As of 10:08 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. As a result, the hearing proceeded with only the Landlord's evidence.

**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 \$750.00. It is due on the first day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$24.66. This amount is calculated as follows: \$750.00 x 12, divided by 365 days.
5. The Tenant paid \$4,500.00.00 after the L1 application was filed but before this hearing (\$3,000.00 applied to January 2022 to April 2022; \$750.00 May 2022; \$750.00 June 2022).
6. The rent arrears owing to June 30, 2022 are \$2,250.00 which represents rent for the months of September, October and November 2021.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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 grant relief from eviction pursuant to subsection 83(1)(a) of the Act. Based on the Landlords submissions, I find it reasonable to have the arrears paid by August 31, 2022 as there was no evidence that this amount could not be paid by that time.
10. The Landlord sought an eviction order with the eviction/void date postponed to July 31, 2022. As the Tenant had attempted to make good on the arrears, I am ordering an extension for 1 month until August 31, 2022 for the eviction/void date.

**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:**
  - \$3,186.00 if the payment is made on or before August 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 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 August 31, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$(771.48). This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$24.66 per day for the use of the unit starting September 1, 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 August 31, 2022, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2022 at 2.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 31, 2022, then starting September 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 September 1, 2022.

**July, 25, 2022**  
**Date Issued**

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Camille Clyne  
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.

**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**

Rent Owing To August 31, 2022	\$7,500.00
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	- \$4,500.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$3,186.00</b>

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

Rent Owing To Hearing Date	\$2,792.52
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	- \$4,500.00
<b>Total amount owing to the Landlord</b>	<b>\$(771.48)</b>
Plus daily compensation owing for each day of occupation starting June 23, 2022	\$24.66 (per day)