



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Lehman v John, 2024 ONLTB 13115

**Date:** 2024-02-21

**File Number:** LTB-L-091285-23

**In the matter of:** 51, 120 CENTRE ST  
LONDON ON N6J4X4

**Between:** Roderick Lehman

**And**

David John  
Chanteal Macdonald

I hereby certify this is a  
true copy of an Order dated

**Feb 21, 2024**

Landlord and Tenant Board

Landlord

Tenants

Roderick Lehman (the 'Landlord') applied for an order to terminate the tenancy and evict David John and Chanteal Macdonald (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 12, 2024.

Only the Landlord's Representative, Robert Rose, attended the hearing.

As of 1:39 p.m., the Tenants were 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 Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 29, 2024 are \$31,097.99.
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 \$2,400.00 from the Tenants 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 \$70.36 is owing to the Tenants for the period from December 12, 2022 to February 12, 2024.
10. The Landlord is a small landlord that owns only this one rental unit. The Landlord is experiencing financial hardship as a result of the Tenants' non-payment of rent. The Landlord has dipped into their line of credit to help pay the mortgage on the rental unit and is about \$7,000.00 in arrears of property taxes.
11. The Tenants have not paid any rent, either directly or through assistance programs, since March of 2023. The Tenants moved to the rental unit on December 1, 2022, and at the time, Indigenous Services Canada paid the Tenants' first month's rent and last month's deposit. In February of 2023, Salvation Army paid the Landlord their rent. The Tenants paid the Landlord \$100.00 towards rent directly. Other than these payments, the Tenants have not paid any other rent.
12. The Tenants have five children, ranging in age from 9 to into their teens. In March of 2023, the Tenants represented that they were receiving child tax benefits that would cover March's rent, but the Tenants did not make any additional payment towards the rent nor did they communicate further with the Landlord.
13. 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 March 15, 2024 pursuant to subsection 83(1)(b) of the Act. The Tenants have not demonstrated to get back on track and the Landlord is facing financial hardship. However, the additional time is being provided to the Tenants so that they can located alternative living accommodations for their family.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$31,283.99 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$33,683.99 if the payment is made on or before March 15, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after March 15, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 15, 2024**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$27,360.43. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting February 13, 2024 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 15, 2024, the Tenants will start to owe interest. This will be simple interest calculated from March 16, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 15, 2024, then starting March 16, 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 March 16, 2024.

**February 21, 2024**  
**Date Issued**

  
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Julia Toso  
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 September 4, 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 February 29, 2024**

Rent Owing To February 29, 2024	\$31,097.99
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>\$31,283.99</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 15, 2024**

Rent Owing To March 31, 2024	\$33,497.99
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>\$33,683.99</b>

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

Rent Owing To Hearing Date	\$29,644.79
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	- \$2,400.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$70.36
<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>\$27,360.43</b>
Plus daily compensation owing for each day of occupation starting February 13, 2024	\$78.90 (per day)