



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

Citation: Sound Property v Stanley, 2023 ONLTB 70289

Date: 2023-10-31

File Number: LTB-L-039773-23

In the matter of: Upper Unit, 32 Boyne Crescent
Alliston ON L9R1K5

Between: Sound Property

And

Deborah Stanley

I hereby certify this is a
true copy of an Order dated
OCT 31, 2023
Landlord and Tenant Board

Landlord

Tenant

Sound Property (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Stanley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 12, 2023.

The Landlord Dave Winfield and the Tenant attended the hearing.

Determinations:

1. The Landlord served the N4 via email on February 07, 2023, and via mail on February 12, 2023. The date of termination on the N4 is February 23, 2023. The Tenant testified that she received the email and that is the means of communication between the parties. Therefore, I find that the Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
6. The Tenant has paid \$6,200.00 to the Landlord since the application was filed.
7. The rent arrears owing to October 31, 2023 are \$10,150.00.
8. The Tenant asserted that the arrears are \$100.00 lower due to a paint bill that the Landlord was supposed to reimburse her for but did not present any invoice or evidence for the same. Therefore, I accept the Landlord's evidence of the arrears.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

10. The Landlord collected a rent deposit of \$2,000.00 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.
11. Interest on the rent deposit, in the amount of \$51.78 is owing to the Tenant for the period from September 30, 2022 to October 12, 2023.
12. 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 November 20, 2023 pursuant to subsection 83(1)(b) of the Act.
13. The Landlord testified that he has reached out to the Tenant each month about the rent. He added that the Tenant kept promising but never paid the rent arrears. He also wanted the Board to consider that the tenancy is just a year old and the Tenant has not paid six months of rent. The Tenant has also not paid gas utility bill which affects the other tenants in the legal duplex.
14. The Tenant testified that she was supposed to move in with her boyfriend and they were going to share the rent but she broke up just before she moved in. She took medical leave from work due to mental health issues. She testified that the other tenant abuses utilities since she pays for the utilities.
15. The Tenant also testified that she has now recovered and is back to full-time work. She is willing to make a payment plan and can pay \$800.00 per month towards rent arrears. She testified that she could increase the amount once her adult son also finds a job.
16. She added that she gave up her car to reduce her monthly expenses. She is using public transport or walking everywhere. She needs at least two months to move out since she has to live in the area for work.
17. The Landlord disagreed with a 16-month payment plan and questioned whether the Tenant would be able to sustain the payment plan with her current income.
18. Based on evidence from both sides, considering the length of the tenancy and amount of rent arrears accrued, I find that this tenancy is not viable for the Tenant. Her current income may not support the rent and the extra rent arrears payment she proposed. Her son is still looking for a job and being able to pay \$2,800 each month towards rent would not leave the Tenant with enough money for other expenses.
19. I am willing to give the Tenant time till November 20, 2023 to find another suitable accommodation. This will give the Tenant some additional time and also it will not be prejudicial to the Landlord since he is holding the last month's rent deposit.

It is ordered that:

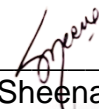
1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,336.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,336.00 if the payment is made on or before November 20, 2023. 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 November 20, 2023 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 November 20, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,073.22. 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 \$65.75 per day for the use of the unit starting October 13, 2023 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 November 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 21, 2023 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before November 20, 2023, then starting November 21, 2023, 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 November 21, 2023.

October 31, 2023

Date Issued



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 May 21, 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 October 31, 2023

Rent Owing To October 31, 2023	\$16,350.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$10,336.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 20, 2023

Rent Owing To November 30, 2023	\$18,350.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$12,336.00

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

Rent Owing To Hearing Date	\$15,139.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$51.78
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$7,073.22
Plus daily compensation owing for each day of occupation starting October 13, 2023	\$65.75 (per day)