



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: 12864843 Canada Inc. v Cartner, 2024 ONLTB 16327

Date: 2024-03-04


File Number: LTB-L-003091-24

In the matter of: 346 BLOOR ST W
SAULT STE. MARIE ON P6C1J5

Between: 12864843 Canada Inc.

And

Betina Cartner

I hereby certify this is a
true copy of an Order dated
MAR 4, 2024

Landlord and Tenant Board

Landlord

Tenant

12864843 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Betina Cartner (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on November 6, 2023 with respect to application LTB-L-043611-23.

This matter was directed to a hearing to clarify the amount owing and the payments received by the Landlord.

A hearing was held by videoconference on February 26, 2024 to consider this application.

Only the Landlord's Agent Laura Ortega and the Landlord's Legal Representative Janet Van Oordt attended the hearing.

As of 9:42 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. Since the Tenant did not attend and the Landlord was prepared to proceed, the matter proceeded by way of an uncontested hearing pursuant to section 7 of the *Statutory Powers Procedure Act*, R.S.O. 1990.

Determinations:

1. Order LTB-L-043611-23, issued on November 6, 2023, provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.

The Breach

2. At the hearing, the Landlord submitted the Tenant breached the order by failing to pay the Landlord \$249.35 towards the rent arrears on or before December 21, 2023. The Landlord also submitted the Tenant did not pay the Landlord the monthly rent for January 2024 or before January 1, 2024. Order LTB-L-043611-23 does require the Tenant to make these payments. Based on the uncontested evidence of the Landlord, I am satisfied the Tenant breached the order by failing to make these payments on or before the day they were due.
3. The application was filed within 30 days of the breaches.

Arrears Owing

4. The previous application includes a request for an order for the payment of arrears of rent and the order requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.
5. The Tenant was ordered to pay \$4,488.13 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$3,990.01 and that amount is included in this order. This order replaces LTB-L-043611-23.
6. Since the date of the previous order, the Tenant has failed to pay the full rent that became owing for the period from November 1, 2023 to February 26, 2024. The amount of rent charged for this period is \$3,642.01 and the Tenant paid the Landlord \$2,306.88 towards this amount. Therefore, \$1,335.13 is also owing in rent arrears from November 1, 2023 until February 26, 2024.

Daily compensation

7. The Landlord is entitled to daily compensation from starting February 27, 2024 until the date the Tenant moves out of the unit at a daily rate of \$31.46. This amount is calculated as follows: \$956.91 x 12 months, divided by 365 days.

Section 83 considerations

8. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I asked the Landlord if they were aware of any circumstances the Tenant may be experiencing that would make an eviction unfair and they were aware of none.

It is ordered that:

1. Order LTB-L-043611-23 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 15, 2024.

3. 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.
4. 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.
5. The Tenant shall pay to the Landlord \$5,325.14*. This amount represents the rent owing up to February 26, 2024 and the cost of filing the previous application.
6. The Tenant shall also pay to the Landlord \$31.46 per day for compensation for the use of the unit starting February 27, 2024 to 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 March 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2024 at 7.00% annually on the balance outstanding.

March 4, 2024
Date Issued



John Cashmore
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 of the Tenant expires on September 16, 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.

* Refer to the attached Summary of Calculations Table.

SUMMARY OF CALCULATIONS TABLE

Amount the Tenant must pay the Landlord:

Reason for amount owing	Period	Amount
Amount of arrears owing from previous order	Up to October 31, 2023	\$3,990.01
New Arrears	from November 1, 2023 to February 26, 2024	\$1,335.13
Less the rent deposit:		-\$0.00
Less the interest owing on the rent deposit	to February 26, 2024	-\$0.00
Plus daily compensation owing for each day of occupation starting February 27, 2024		\$31.46 (per day)
Total the Tenant must pay the Landlord:		\$5,325.14 + \$31.46 per day starting February 27, 2024