



I hereby certify this is a true copy of an Order dated  
**JAN 30, 2024**  
*Kelly Colaneri*  
Landlord and Tenant Board

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

**Citation:** Chrzanowski v Wiebe, 2024 ONLTB 7966

**Date:** 2024-01-30

**File Number:** LTB-L-051092-22

**In the matter of:** 431 Grove Ave  
WINDSOR ON N9A6G3

**Between:** Pawel Chrzanowski Landlord

**And**

Saunya Wiebe and Sharon Wiebe Tenant

Pawel Chrzanowski (the 'Landlord') applied for an order to terminate the tenancy and evict Saunya Wiebe and Sharon Wiebe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 18, 2024 at 1:00 pm.

The Landlord Representative Demetrios Maragos, the Landlord and the Tenant attended the hearing.

**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 \$850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
5. The Tenant has paid \$850.00 to the Landlord since the application was filed.
6. The alleged rent arrears owing to January 31, 2024, are \$17,437.00.
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 \$850.00 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 \$49.09 is owing to the Tenant for the period from March 22, 2021 to January 18, 2024.
10. The Tenant testified that her mother, the other named Tenant Sharon Weibe had already moved out as she required assisted living. She also testified that she was dealing with significant family issues, specifically, a daughter requiring emergency surgery. She also requested time to discuss the case with Tenant Duty Counsel (TDC) and submit evidence.
11. Having reviewed the procedural history, I saw the matter had been previously adjourned for the same reason, specifically to facilitate disclosure and to allow the Tenant time to consult legal aid. Canvassing her as to why she required additional time she testified that she got to busy dealing with her moths move to assisted living.
12. Given the procedural history I advised the Tenant that I was not prepared to give her more time but should TDC appear I would allow her to consult with them.
13. She then testified that she didn't believe the arrears were as alleged, claiming that she had been paying the rent, at the Landlord's request to his brother Victor. She also testified that in April 2023 the Landlord stopped accepting thew partial rent payments from social assistance.
14. In response the Landlord denied ever directing the Tenant to make payments to anyone else but himself. He also testified that he never stopped accepting the social assistance payments, instead testifying that they just stopped as of April 2023. This was supported by a copy of the rent ledger entered in evidence.
15. The Tenant then testified that she was receiving the social assistance payments directly as the Landlord refused to accept them and reiterated, she had been paying the rent to Victor. She also testified that she had not provided any evidence to support her claims.
16. Based on the evidence and testimony above I was satisfied on the balance of probabilities that the rent arrears owing to January 31, 2024, were \$17,437.00 as alleged. Canvassing the Tenant, she then testified she would require at minimum 60 days to find a new rental property or financial aid.
17. 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 31, 2024, pursuant to subsection 83(1)(b) of the Act.
18. Specifically, given the amount of arrears owing and the ongoing personal issues the Tenant is facing I am satisfied a brief delay is warranted and will not overtly prejudice 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:**
  - \$17,623.00 if the payment is made on or before January 31, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$18,473.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.

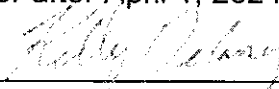
**OR**

- \$19,323.00 if the payment is made on or before March 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 March 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 March 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,377.01. 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 \$27.95 per day for the use of the unit starting January 19, 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 February 10, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2024, then starting April 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 April 1, 2024.

**January 30, 2024**

**Date Issued**

  
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**Kelly Delaney**  
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 October 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	\$18,287.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$850.00
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
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,623.00</b>

**B. 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	\$19,137.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$850.00
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
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$18,473.00</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2024**

Rent Owing To March 31, 2024	\$19,987.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$850.00
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

<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$19,323.00</b>
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**D. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$17,940.10
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	- \$850.00
<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	- \$850.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$49.09
<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>\$16,377.01</b>
Plus daily compensation owing for each day of occupation starting January 19, 2024	\$27.95 (per day)



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

**JAN 30, 2024**

*Heather Delaney*  
Landlord and Tenant Board

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