



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

Citation: 860611 Ontario Inc v Berrigan-Tolliver, 2024 ONLTB 18075

Date: 2024-03-14

File Number: LTB-L-062127-23

In the matter of: Unit B, 11 Water St
ST MARYS ON N4X1A6

Between: 860611 Ontario Inc

And

Melinda Berrigan-Tolliver
James Tolliver

I hereby certify this is a
true copy of an Order dated
MAR 14, 2024
Nancy Morris
Landlord and Tenant Board

Landlord

Tenants

860611 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Melinda Berrigan-Tolliver and James Tolliver (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 27, 2024.

Only the Landlord's agent, J. Rinn, attended the hearing.

As of 10:07 a.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 \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 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 \$13,600.00.
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. The Landlord requests a standard termination order. The Landlord's agent said that he has contacted the Tenants, and he has had discussions with them. He said that he had a discussion with one of the Tenants in the parking lot in December 2023. He said that the Tenants refused to permit entry for an inspection, and they also said that they do not intend to pay anything because the Landlord wants to "kick them out" in any case. He also said that he sent the Tenants the evidence package for the hearing, and he has had no response.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants, and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In particular, the Tenants have been obstructive to the Landlord, and they have told the Landlord's agent that they have no intention of paying any rent. In addition, the arrears are substantial since nothing has been paid for over six months. Consequently, I find that the tenancy is no longer viable, and it is prejudicial to the Landlord for it to continue.

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:**
 - \$14,986.00 if the payment is made on or before March 25, 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 25, 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 25, 2024.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$13,651.15. 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 Tenants shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting February 28, 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 25, 2024, the Tenants will start to owe interest. This will be simple interest calculated from March 26, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 25, 2024, then starting March 26, 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 26, 2024.

March 14, 2024
Date Issued



Nancy Morris
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 26, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 25, 2024

Rent Owing To March 31, 2024	\$14,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$14,986.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$13,465.15
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$13,651.15
Plus daily compensation owing for each day of occupation starting February 28, 2024	\$39.45 (per day)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

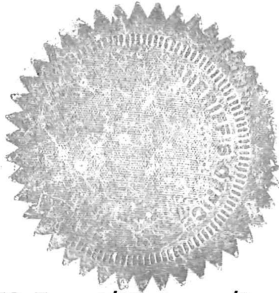
Eviction

Between:

Reference File No.: LTB-L-062127-23

Order Date: 14-Mar-24

Additional Court Files:



860611 Ontario Inc
- and -

Landlord/Mortgagee

Melinda Berrigan-Tolliver & James Tolliver

Tenant/Mortgagor/Any
other occupant

NOTICE TO VACATE

TO: Tenant/Mortgagor/Any other occupant

I AM NOTIFYING YOU that by virtue of an order for vacant possession issued out of the:
LANDLORD AND TENANT BOARD

directed to me as sheriff to enforce, **I COMMAND YOU** to vacate the premises municipally
known as

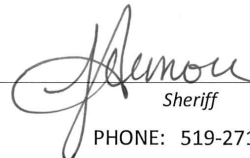
Unit B, 11 Water St
St Marys, ON
N4X 1A6

on or before ^{dd-mmm-yy} 18-Apr-24 at 08:30 a.m.

AND FURTHER TAKE NOTICE that if you fail to VACATE the premises as directed by the
above referenced order by the date shown, I will, without further notice to you, carry out the order
as directed.

DATED at Stratford

this March 27, 2024



Sheriff

The order is being executed pursuant to the instructions of:

John Rinn (416) 347-8715 EXT:

PHONE: 519-271-1850

FAX: 519-271-8080

Landlord/Agent or Mortgagee/Agent