



I hereby certify this is a true copy of an Order dated  
**FEB 1 2024**  
*[Signature]*  
Landlord and Tenant Board

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

**Citation:** STRANO PROPERTY MANAGMEENT v Burtis, 2024 ONLTB 8437  
**Date:** 2024-02-01  
**File Number:** LTB-L-065478-23

**In the matter of:** 5 TRAILSIDE DR  
ST MARYS ON N4X1C4

**Between:** STRANO PROPERTY MANAGMEENT Landlord

**And**

Jenny Burtis Tenant

STRANO PROPERTY MANAGMEENT (the 'Landlord') applied for an order to terminate the tenancy and evict Jenny Burtis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 16, 2024.

Only the Landlord's agent, Nathalie Ramirez, attended the hearing.

As of 3:21pm, 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. As a result, the hearing proceeded with only the Landlord's evidence.

**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 \$2,665.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.62. This amount is calculated as follows: \$2,665.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2024 are \$12,537.15.
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 \$2,600.00 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 \$89.40 is owing to the Tenant for the period from September 2, 2022 to January 16, 2024.
10. The Landlord's agent submitted the Landlord's agent and the VP for the Landlord reach out to the Tenant daily by voicemail and emails. The Tenant makes empty promises to pay the arrears owed to the Landlord, and has made no payment since September 14, 2024 and the arrears are substantial as of the day of the hearing.
11. The Landlord's agent submitted to the Board the Tenant has two children ages six and nine living in the rental unit.

Section 83 relief from eviction

12. I acknowledge the quantum of arrears are at a substantial amount as of the day of the hearing, however the Landlord's agent submitted there is communication between the Landlord and the Tenant. Considering the Tenant has two young children living in the rental unit, I find it not unreasonable to afford the Tenant some time to contact the Landlord and work out payment arrangement to pay the arrears and preserve the tenancy.
13. Since the Landlord is holding a last month's rent deposit, extending the eviction to the end of February would not put the Landlord at further prejudice as the Landlord would have the last month's rent deposit to apply to the Tenant's last month and therefore I am granting the Landlord the request for eviction but with an extended date.
14. 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 February 29, 2024 pursuant to subsection 83(1)(b) of the Act.
15. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
16. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**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:

- \$15,388.15 if the payment is made on or before February 29, 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 February 29, 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 February 29, 2024
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,770.67. 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 \$87.62 per day for the use of the unit starting January 17, 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 12, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 13, 2024 at 7.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before February 29, 2024, then starting March 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 March 1, 2024.



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Greg Brocanier  
Member, Landlord and Tenant Board

**February 1, 2024**  
**Date Issued**

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 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 February 29, 2024**

Rent Owing To February 29, 2024	\$19,002.15
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	- \$3,800.00
<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>\$15,388.15</b>

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

Rent Owing To Hearing Date	\$15,074.07
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	- \$3,800.00
<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	- \$2,600.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$89.40
<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>\$8,770.67</b>
Plus daily compensation owing for each day of occupation starting January 17, 2024	\$87.62 (per day)



**ONTARIO  
SUPERIOR COURT OF JUSTICE**

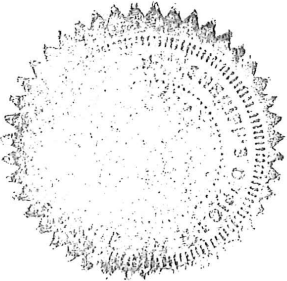
Eviction

Between:

Reference File No.: LTB-L-065478-23

Order Date:

Additional Court Files:



STRANO PROPERTY MANAGEMENT

Landlord/Mortgagee

- and -

JENNY BURTIS

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:

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


5 TRAILSIDE DR  
ST MARYS, ON  
N4X 1C4

on or before <sup>dd-mmm-yy</sup> 21-Mar-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 7, 2024

  
\_\_\_\_\_  
Sheriff

The order is being executed pursuant to the instructions of:

PHONE: 519-271-1850

STRANO PROPERTY MANAGEMENT (519) 601-6799 EXT: 6

FAX: 519-271-8080

*Landlord/Agent or Mortgagee/Agent*