



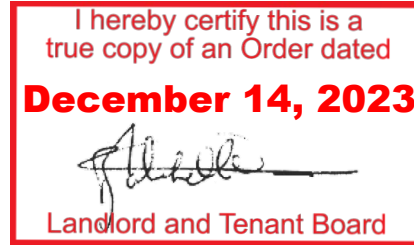
**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-061589-23

In the matter of: 33, 540 Essa road
Barrie ON L9J0H2

Between: Yaghoubia Tandia

And
Jennifer Stead



Landlord

Tenant

Yaghoubia Tandia (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Stead (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 30, 2023.

The Landlord's Legal Representative Jordan Niewwhof, 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 \$1,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$9,450.00.
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 \$1,100.00 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 \$45.22 is owing to the Tenant for the period from October 2, 2021 to November 30, 2023.

10. Based on the Tenant's income and monthly expenses, this is not a viable tenancy, even if the Tenant returns to work as submitted. It would be a financial hardship on the Tenant to pay rent plus arrears plus living expenses on the projected income of the Tenant, particularly in light of the quantum of arrears owing. This might be tenable if a rent bank is able to assist this Tenant to pay off the arrears. Therefore, I decline to direct a payment plan for arrears as submitted by the Tenant.
11. The Tenant is advised to seek assistance from the municipality or a social agency that may assist in paying off the arrears of rent before enforcement takes place, so that the Tenant may remain in the rental unit. If this occurs it is recommended that the Tenant submit a motion to void this order once the arrears are paid in full to the Landlord.
12. Although the Landlord was amendable to delaying eviction to January 10, 2024, in part so that they could seek enforcement and re-rent on or before February 1, 2024, I determined that if the municipality or a social agency is able to pay the arrears, noting that it takes time for them to process these payments, with the cooperation of Landlords, that affording the Tenant 30 days from the date of this order would be fair in all the circumstances.
13. 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 January 24, 2024, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$10,736.00 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,836.00 if the payment is made on or before January 24, 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 January 24, 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 January 24, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,490.78. 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 \$36.16 per day for the use of the unit starting December 1, 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 December 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 26, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 24, 2024, then starting January 25, 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 January 25, 2024.

December 14, 2023
Date Issued



Robert Patchett
Vice Chair, 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 July 25, 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 December 31, 2023

Rent Owing To December 31, 2023	\$10,550.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$10,736.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 24, 2024

Rent Owing To January 31, 2024	\$11,650.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$11,836.00

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

Rent Owing To Hearing Date	\$9,450.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$1,100.00
Less the amount of the interest on the last month's rent deposit	- \$45.22
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	\$8,490.78
Plus daily compensation owing for each day of occupation starting December 1, 2023	\$36.16 (per day)