



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

**Citation:** Mann v Jackson, 2024 ONLTB 29433

**Date:** 2024-04-24

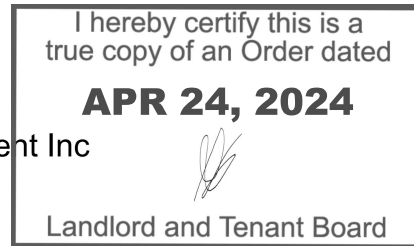
**File Number:** LTB-L-084396-23

**In the matter of:** 1017 AIRPORT PKY  
BELLEVILLE ON K8N4Z6

**Between:** Joshua Mann  
Next Door Property Management Inc

**And**

Garrett Jackson  
Jennifer Rosborough



Landlord

Tenant

Joshua Mann and Next Door Property Management Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Garrett Jackson and Jennifer Rosborough (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 18, 2024.

The Landlord and Landlord's Legal Representative Jordan Nieuwhof attended the hearing. The Tenant Garrett Jackson also attended.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

**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 \$2,460.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.88. This amount is calculated as follows: \$2,460.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2024 are \$14,880.00.

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 \$2,400.00 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 \$146.17 is owing to the Tenant for the period from April 5, 2021 to March 18, 2024.
10. At the hearing the Tenant requested a payment plan to pay the arrears and continue the Tenancy. The Tenant G.J. testified that he has an after-tax income of \$7000.00 - \$10,000.00 per month against expenses of approximately \$4668 per month. The Tenant proposed a payment plan that would allow him two months to make a lump sump payment to bring the total arrears down to \$10,000.00 followed by monthly payments of \$1000.00 for ten months.
11. I do not accept the Tenant's proposed payment plan, largely because I do not find the tenants evidence with regards to his income reliable. Despite claiming after tax income around \$10,000.00 per month, the Tenant also claims to be in receipt of legal aid and claims to have student loans which are in repayment assistance. To explain this contradiction the Tenant claims that he has not yet filed his taxes for the previous year.
12. When asked during cross examination how much money the Tenant has in his bank account the Tenant claimed not to know and when asked if he could pay the rent for the month of March indicated that doing so may take a week. The Tenant also testified that he would require until the middle of the April to pay rent for that month.
13. I also find it strange that despite claiming such a large income relative to his expenses the Tenant has paid only \$1800.00 towards the arrears since the Application was filed. Accordingly, I do not find the Tenant's testimony with regards to income reliable and find that it would be prejudicial to the landlord to order a payment plan.
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 May 31, 2024 pursuant to subsection 83(1)(b) of the Act. Even though I do not find a a payment plan appropriate I note that there is a last months rent on file, and accordingly find it would be reasonable to delay the eviction to allow the Tenant additional time to void the order or secure alternative accommodation.


**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:**
  - \$17,526.00 if the payment is made on or before April 30, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$19,986.00 if the payment is made on or before May 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 May 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 May 31, 2024**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,515.67. 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 \$80.88 per day for the use of the unit starting March 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 May 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2024 at 7.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before May 31, 2024, then starting June 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 June 1, 2024.

**April 24, 2024**  
**Date Issued**

  
\_\_\_\_\_  
Reid Jackson  
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 December 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 April 30, 2024**

Rent Owing To April 30, 2024	\$19,140.00
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	- \$1,800.00
<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>\$17,526.00</b>

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

Rent Owing To May 31, 2024	\$21,600.00
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	- \$1,800.00
<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>\$19,986.00</b>

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

Rent Owing To Hearing Date	\$15,675.84
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	- \$1,800.00
<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	- \$2,400.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$146.17
<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>\$11,515.67</b>
Plus daily compensation owing for each day of occupation starting March 19, 2024	\$80.88 (per day)