



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** 2582773 Ontario Inc. v King, 2023 ONLTB 53658

**Date:** 2023-08-11

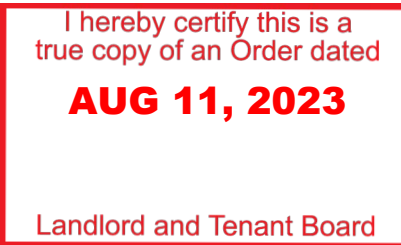
**File Number:** LTB-L-011710-23

**In the matter of:** 1, 344.5 RICHMOND ST  
LONDON ON N6A3C3

**Between:** 2582773 Ontario Inc.

**And**

Kevin King



Landlord

Tenant

2582773 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin King (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 4, 2023.

The Landlord Ruslan Rami Brener and the Tenant attended the hearing. The Landlord's Legal Representative J. Struthers was also present.

### Determinations:

1. The Tenant testified that he did not receive the Notice of Hearing that the Board sent out since there is no mailbox in the residential complex. The mailbox has been broken and the Landlord has done nothing to fix it. The Tenant asserted he only learnt about the hearing from the Landlord three days ago since he did not receive any mail. The Landlord testified that the maintaining a mailbox in downtown London is an issue beyond his control because it gets broken all the time. The Landlord has fixed it multiple times, but it gets broken again so mail delivery is a challenge.
2. The Tenant testified that he could not get the evidence he wanted to present here since he did not learn of the hearing before the Landlord notified him three days ago. He wanted to show that he had made payments which he believed were not reflected in the Landlord's update sheet.
3. Based on this I allowed the Tenant to send in post-hearing submissions respecting the rental payments that he was contesting. The Tenant was given time till July 10, 2023 to send his evidence and the Landlord an opportunity to file his reply evidence by July 14, 2023. The Tenant submitted his bank statements as evidence by July 11, 2023 and the Landlord by July 13, 2023.
4. 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.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$859.13. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$28.25. This amount is calculated as follows:  $\$859.13 \times 12$ , divided by 365 days.
8. The Tenant has paid \$1,150.00 to the Landlord since the application was filed.
9. The Tenant testified that he and the Landlord had an argument about maintenance issues and the superintendent who lives in the residential complex does not do much. So, he stopped paying rent after February 2023 but before that the rent arrears were due to his oversight. The spreadsheet that the Tenant sent in as post-hearing submissions shows no rent was paid after January 2023 and even before that the Tenant made small, periodic payments against rent instead of full rent payments on the 1<sup>st</sup>. The numbers the Tenant sent matched the rent arrears the Landlord has claimed on his update sheet.
10. The rent arrears owing to July 31, 2023 are \$8,834.79.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

*Section 83 considerations*

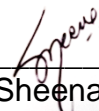
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. Given his current income and expenses, the Tenant cannot afford to pay rent plus a substantial amount towards his arrears. The Landlord's Legal Representative requested a standard order since the Tenant has made no effort to pay rent over several months even when he has a full-time job.
15. Based on the totality of evidence before me, I find that the Tenant is unable to afford the rental unit and pay off his rent arrears. Due to the delay in issuing this order, the Tenant has had some time to find a more suitable place for him. Therefore, I am issuing an order with a voidable termination date of August 22, 2023.

**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:**

- \$9,879.92 if the payment is made on or before August 22, 2023. 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 August 22, 2023 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 August 22, 2023.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,274.66. 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 Tenant shall also pay the Landlord compensation of \$28.25 per day for the use of the unit starting July 5, 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 August 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 23, 2023 at 6.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before August 22, 2023, then starting August 23, 2023, 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 August 23, 2023.

**August 11, 2023**  
**Date Issued**

  
\_\_\_\_\_  
Sheena Brar  
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 February 23, 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 August 15, 2023**

Rent Owing To August 31, 2023	\$10,843.92
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	- \$1,150.00
<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>\$9,879.92</b>

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

Rent Owing To Hearing Date	\$9,238.66
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	- \$1,150.00
<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	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$8,274.66</b>
Plus daily compensation owing for each day of occupation starting July 5, 2023	\$28.25 (per day)