



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Zamojc v Washington, 2023 ONLTB 64472

**Date:** 2023-09-28

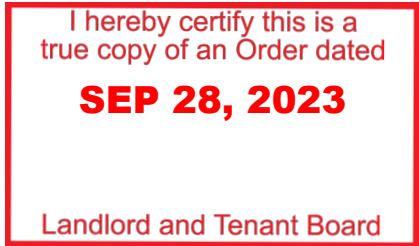
**File Number:** LTB-L-078467-22

**In the matter of:** 96, 1235 RADOM ST  
PICKERING ON L1W1J3

**Between:** Brendan Zamojc  
Kristen Zamojc

**And**

Candace Washington



Landlord

Tenant

Brendan Zamojc and Kristen Zamojc (the 'Landlord') applied for an order to terminate the tenancy and evict Candace Washington (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 28, 2023.

The Landlord's representative I. Shemesh, the Landlords and the Tenant attended the hearing.

### Determinations:

#### Preliminary Matter

1. As a preliminary matter, the Tenant requested an adjournment on the basis she did not have notice of the proceeding and would like to have the Landlord's arrears application heard at the same time as the Tenant's maintenance applications.
2. The Landlord opposed any adjournment and submitted the Tenant had sufficient notice of the Landlord's proceeding. It was noted the Form N4 was deemed served by mail in November 2022 and the Tenant acknowledged the Landlord's proceeding in correspondence sent to the Board on August 17, 2023. It was also submitted that the Tenant has stopped paying rent for over 1 year and the Landlord has been financially strained as a result.
3. I am not satisfied there is sufficient overlap to warrant a joining of applications. Moreover, given the significant alleged arrears owing, the limited scope of the Landlord's application and Tenant's advance notice of proceeding, I find it was the most fair and expeditious course of action to deny the adjournment request and hear the matter on its merits.

## L1/N4 Application

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 \$2,600.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: \$2,600.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to August 31, 2023 are \$33,800.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

## Section 83

12. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
13. The Landlord's representative advised that the Landlord has tried to reach out to the Tenant for a repayment plan, without success. The Landlord seeks a standard order, noting the arrears are approaching the Board's maximum jurisdiction and the Tenant has not paid any rent for several months. The Tenant did not propose a repayment plan and indicated she has alternative accommodations in place for the end of September 2023.
14. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and the Tenant's submission that she already has alternative accommodations in place, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
  - \$36,586.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$39,186.00 if the payment is made on or before October 9, 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 October 9, 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 October 9, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$33,779.44. 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 \$85.48 per day for the use of the unit starting August 29, 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 October 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 10, 2023 at 6.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before October 9, 2023, then starting October 10, 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 October 10, 2023.



**September 28, 2023**  
**Date Issued**

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Peter Nicholson  
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 April 10, 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 September 30, 2023**

Rent Owing To September 30, 2023	\$36,400.00
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	- \$0.00
<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>\$36,586.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 9, 2023**

Rent Owing To October 31, 2023	\$39,000.00
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	- \$0.00
<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>\$39,186.00</b>

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

Rent Owing To Hearing Date	\$33,593.44
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	- \$0.00
<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	- \$0.00
<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>\$33,779.44</b>
Plus daily compensation owing for each day of occupation starting August 29, 2023	\$85.48 (per day)