



### Order under Section 78(6) Residential Tenancies Act, 2006

Citation: Klnsale Investments Limited v King, 2024 ONLTB 12011

Date: 2024-02-21

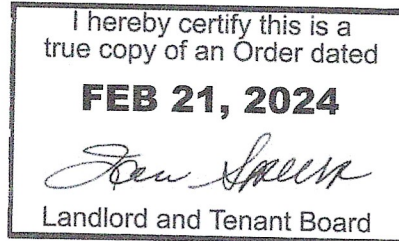
File Number: LTB-L-010372-24

In the matter of: 4, 300 THE KINGSWAY  
Toronto ON M9A3V2

Between: Klnsale Investments Limited

And

Charlotte King



Landlord

Tenant

Klnsale Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Charlotte King (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on January 25, 2024 with respect to application LTB-L-039607-23.

This application was decided without a hearing being held.

#### Determinations:


1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenant has not met the following condition specified in the order: The Tenant failed to pay the full lawful rent of \$1400.36 on February 1<sup>st</sup>, 2024.
3. The previous application includes a request for an order for the payment of arrears of rent and the order requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.
4. The Tenant was required to pay \$11,132.32 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$11,132.32 and that amount is included in this order. This order replaces order LTB-L-039607-23.
5. Since the date of the previous order, the Tenant has failed to pay the full rent that became owing for the period from February 1, 2024 to February 29, 2024.
6. The Landlord collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlord.
7. Interest on the rent deposit is owing to the Tenant for the period from May 18, 2021 to February 21, 2024.

8. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.
9. The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$46.04. This amount is calculated as follows:  $\$1,400.36 \times 12$ , divided by 365 days.

**It is ordered that:**

1. Order LTB-L-039607-23 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 3, 2024.
3. If the unit is not vacated on or before March 3, 2024, then starting March 4, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 4, 2024.
5. The Tenant shall pay to the Landlord \$10,673.32\* (**Less any payments made by the Tenant after this application was filed on February 6, 2024**). This amount represents the rent owing up to February 21, 2024 and the cost of filing the previous application, less the rent deposit and interest the Landlord owes on the rent deposit.
6. The Tenant shall also pay to the Landlord \$46.04 per day for compensation for the use of the unit starting February 22, 2024 to 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 March 3, 2024, the Tenant will start to owe interest. This will be a simple interest calculated from March 4, 2024 at 7.00% annually on the balance outstanding.

**February 21, 2024**  
**Date Issued**

  
Iain Speers  
Associate Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

The Tenant has until March 2, 2024 to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by March 2, 2024 the order will be stayed and the LTB will schedule a hearing.

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 4, 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.

\* Refer to the attached Summary of Calculations.

Summary of Calculation**Amount the Tenant must pay the Landlord:**

<b>Reason for amount owing</b>	<b>Period</b>	<b>Amount</b>
Amount owing from previous order	Up to January 31, 2024	\$11,132.32
New Arrears	February 1, 2024 to February 21, 2024	\$966.84
Less the rent deposit:		-\$1,350.00
Less the interest owing on the rent deposit	May 18, 2021 to February 21, 2024	-\$75.84
Plus daily compensation owing for each day of occupation starting February 22, 2024		\$46.04 (per day)
<b>Total the Tenant must pay the Landlord:</b>		<b>\$10,673.32 +\$46.04 per day starting February 22, 2024</b>



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

**Citation:** Kinsale Investments Limited v King, 2024 ONLTB 7256

**Date:** 2024-01-25

**File Number:** LTB-L-039607-23

**In the matter of:** 4, 300 THE KINGSWAY  
ETOBICOKE ON M9A 3V2

**Between:** Kinsale Investments Limited

**And**  
Charlotte King

I hereby certify this is a  
true copy of an Order dated  
**JAN 25, 2024**  
*[Signature]*  
Landlord and Tenant Board

Landlord

Tenant

Kinsale Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Charlotte King (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 17, 2024.

The Landlord's Agent, Karyn Rowlands and the Tenant, Charlotte King attended the hearing. The Tenant met with Tenant Duty Counsel prior to attending the mediation. The parties agreed to participate in mediation. As a result of the mediation, all parties agreed to resolve the application by way of a consent order. I was satisfied the parties understood the terms and consequences of their consent.

**It is ordered on consent that:**

1. The Tenant shall pay to the Landlord \$ 11,132.32 for arrears of rent up to January 31, 2024 and this includes the Landlord's filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule: On or before February 15, 2024 and every 15<sup>th</sup> day of the month for 22 months, \$500.00. On or before December 15, 2025, \$132.32.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2024 to December 31, 2025, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and

evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2024.

**January 25, 2024**  
**Date Issued**



---

**Tanya Speedie**  
Hearings Officer, 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.