



I hereby certify this is a true copy of an Order dated  
**AUG 17, 2023**  
*Kelley Delaney*  
Landlord and Tenant Board

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

**Citation:** 2455423 Ontario Ltd v Alfano, 2023 ONLTB 55710

**Date:** 2023-08-17

**File Number:** LTB-L-041849-22

**In the matter of:** 3, 915 Main street east  
hamilton ON L8M1M6

**Between:** 2455423 Ontario Ltd Landlord

**And**

Jesse Alfano and Stephenie Martin Tenants

2455423 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Jesse Alfano and Stephenie Martin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict Jesse Alfano and Stephenie Martin (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants;
- the Tenants has been persistently late in paying the Tenants' rent

The Landlord also applied for an order requiring Jesse Alfano and Stephenie Martin (the 'Tenants') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex (L2 Application).

These applications were heard by videoconference on August 2, 2023 at 1:00 pm.

Only the Landlord Representative Paul Startek and the Landlord Agent Valerie Pereira attended the hearing.

As of 1:30 pm, the Tenants was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

At the outset of the hearing the Landlord Representative requested consent of the Board to withdrawal the L2 Application and to proceed solely with the L1 Application.

**Determinations:**

L2 Application

1. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the Landlord's L2 Application.

L1 Application

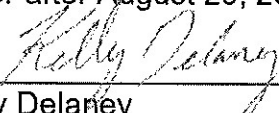
2. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$1,350.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows:  $\$1,350.00 \times 12$ , divided by 365 days.
6. The Tenants have paid \$675.00 to the Landlord since the application was filed.
7. The rent arrears owing to August 31, 2023 are \$20,925.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. Specifically, given the amount of arrears owing and the fact the Tenants didn't appear despite having been properly notified, I am satisfied that to grant relief would prejudice the Landlord.

**It is ordered that:**

1. The Landlord's L2 Application is dismissed.
2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$21,111.00 if the payment is made on or before August 28, 2023. See Schedule 1 for the calculation of the amount owing.

4. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after August 28, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
5. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before August 28, 2023**
6. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$19,849.76. 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.
7. The Tenants shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting August 3, 2023 until the date the Tenants moves out of the unit.
8. If the Tenants do not pay the Landlord the full amount owing on or before August 28, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 29, 2023 at 6.00% annually on the balance outstanding.
9. If the unit is not vacated on or before August 28, 2023, then starting August 29, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 29, 2023.

**August 17, 2023**  
**Date Issued**

  
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Kelly Delaney  
Member, Landlord and Tenants 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 29, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 28, 2023**

Rent Owing To August 31, 2023	\$21,600.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$675.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$21,111.00</b>

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

Rent Owing To Hearing Date	\$20,338.76
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$675.00
<b>Less</b> the amount the Tenants 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 Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$19,849.76</b>
Plus daily compensation owing for each day of occupation starting August 3, 2023	\$44.38 (per day)

