



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

**Citation:** Pasel v Asselin, 2023 ONLTB 51567

**Date:** 2023-07-26

**File Number:** LTB-L-006887-23

**In the matter of:** Upper, 16 POPLAR ST  
SIMCOE ON N3Y1B2

**Between:** Varsha Pasel and Jeffrey Pasel

**And**

Christine Asselin



Landlords

Tenant

Varsha Pasel and Jeffrey Pasel (the 'Landlords') applied for an order to terminate the tenancy and evict Hannah Goyette-Boily, Christine Asselin and Ryelea Bird (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 19, 2023.

Only the Landlord's Legal Representative Amna Safdar and the Landlords attended the hearing.

As of 9:43 a.m., the Tenant 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 Landlords' evidence.

**Determinations:**

1. The application is amended to remove the minor children (Hannah and Ryelea) as parties.
2. The Landlords 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,350.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$77.26. This amount is calculated as follows: \$2,350.00 x 12, divided by 365 days.
6. The Tenant has paid \$3,900.00 to the Landlords since the application was filed.
7. The rent arrears owing to June 30, 2023 are \$14,200.00.

8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$2,350.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$49.89 is owing to the Tenant for the period from February 1, 2022 to June 19, 2023.
11. 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 Landlords 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.
12. The Landlord's Legal Representative stated that they emailed the Notice of Hearing to the Tenant on May 19, 2023 to ensure that she was aware of the hearing date.
13. The Tenant was not present to provide me with submissions to consider in making my decision. The Landlords stated that the two children living in the rental unit are about 9 and 17 years old.
14. Due to the date of this order, approximately 6 weeks has passed since the date of the hearing, which in effect has already provided a delay of the date of eviction. The school year has ended, which reduces the impact on the Tenant that is caused when there are school-aged children.
15. The Landlords testified that the Tenant has stopped communicating with them despite their efforts to contact her by phone, text, and email. While some payments have been made, the arrears are significant and further delay would result in further prejudice to the Landlords.

**It is ordered that:**

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust** (*less any payments made since the date of the hearing*):
  - \$16,736.00 if the payment is made on or before July 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$19,086.00 if the payment is made on or before August 6, 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 6, 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 6, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$11,104.05. 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 Landlords 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 Landlords compensation of \$77.26 per day for the use of the unit starting June 20, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before August 6, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 7, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 6, 2023, then starting August 7, 2023, the Landlords 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 Landlords on or after August 7, 2023.

**July 26, 2023**  
**Date Issued**

  
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Margo den Haan  
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 7, 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 July 31, 2023**

Rent Owing To July 31, 2023 <i>(less any payments made since the date of the hearing)</i>	\$20,450.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$3,900.00
<b>Total the Tenants must pay to continue the tenancy</b> <i>(less any payments made since the date of the hearing)</i>	<b>\$16,736.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 6, 2023**

Rent Owing To August 31, 2023 <i>(less any payments made since the date of the hearing)</i>	\$22,800.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$3,900.00
<b>Total the Tenants must pay to continue the tenancy</b> <i>(less any payments made since the date of the hearing)</i>	<b>\$19,086.00</b>

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

Rent Owing To Hearing Date	\$17,217.94
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$3,900.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,350.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$49.89
<b>Total amount owing to the Landlords</b>	<b>\$11,104.05</b>
Plus daily compensation owing for each day of occupation starting June 20, 2023	\$77.26 (per day)