



Order under Section 69 Residential Tenancies Act, 2006

Citation: Logan v Morin, 2024 ONLTB 33599

Date: 2024-05-14

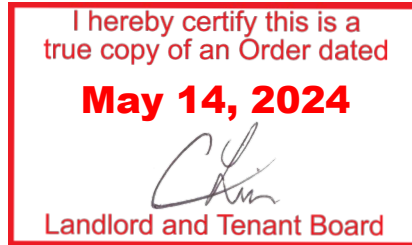
File Number: LTB-L-078563-23

In the matter of: 3, 62 PEEL ST
SIMCOE ON N3Y1S2

Between: Aaron Logan

And

Shawn Morin
Brittnee Walker



Landlord

Tenant

Aaron Logan (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Morin and Brittnee Walker (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 31, 2024.

The Landlord's Legal Representative, J. Struthers and the Tenant, S. Morin attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,485.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.82. This amount is calculated as follows: \$1,485.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2024 are \$7,776.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 30, 2024 pursuant to subsection 83(1)(b) of the Act.

10. The Tenant did not dispute the amount of rental arrears claimed by the Landlord.
11. The Tenant testified that he fell behind in rent as he was laid off in August 2023 but has since obtained full-time employment and will be able to pay the rent and the arrears going forward.
12. The Tenant testified that he has three dependent children ages 14 years old, 10 years old, 6 years old and 3 months old who reside with him in the rental unit 50% of the time.
13. The Tenant testified that he has attempted to obtain assistance from the rent bank but was not able to provide any evidence that the Rent Bank has agreed to make any payments towards the rental arrears.
14. The Tenant testified that he earns \$3,000.00 per month in income and obtains the Ontario Trillium Benefit ('OTB') in the amount of \$110.00 and Canadian Child Tax Benefits ('CCTB') in the amount of \$753.00 totalling a monthly income of \$3,683.00.
15. The Tenant testified he can make payments of \$515.00 towards the arrears each month.
16. However, the Tenant has failed to pay even the lawful monthly rent despite being employed. The Tenant did not provide any supporting documents to support his claim that he is able to pay the rent and the arrears. I am not satisfied on the evidence before me that the tenancy is viable and as a result, I do not believe this is an appropriate case to impose a payment plan in favour of eviction.
17. As for whether it would be appropriate to postpone termination, in my view it would not be unfair to postpone termination to June 30, 2024.

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:**
 - \$13,902.00 if the payment is made on or before May 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,387.00 if the payment is made on or before June 30, 2024. 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 June 30, 2024 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 June 30, 2024**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,962.00. 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 \$48.82 per day for the use of the unit starting February 1, 2024 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 June 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2024, then starting July 1, 2024, 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 July 1, 2024.

May 14, 2024
Date Issued



Christopher Lin
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 January 1, 2025 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 May 31, 2024

Rent Owing To May 31, 2024	\$15,016.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$13,902.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2024

Rent Owing To June 30, 2024	\$16,501.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$15,387.00

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

Rent Owing To Hearing Date	\$9,076.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$7,962.00
Plus daily compensation owing for each day of occupation starting February 1, 2024	\$48.82 (per day)