



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Giannaris v Farmer, 2024 ONLTB 17636

**Date:** 2024-04-03

**File Number:** LTB-L-089965-23

**In the matter of:** 271 POWELL RD  
BRANTFORD ON N3T0J6

**Between:** Niko Giannaris

**And**

Joni Farmer  
Jimilyn Smale

I hereby certify this is a  
true copy of an Order dated  
**APR 03, 2024**  
*Justin Leung*  
Landlord and Tenant Board

Landlord

Tenants

Niko Giannaris (the 'Landlord') applied for an order to terminate the tenancy and evict Joni Farmer and Jimilyn Smale (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 27, 2024.

Only the Landlord's Legal Representative, Carmen Dawdy, attended the hearing.

As of 11:20 am, the Tenants were 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.

### Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,954.00. It is due on the 1st day of each month. The rent was changed on January 1, 2024.
4. Based on the Monthly rent, the daily rent/compensation is \$64.24. This amount is calculated as follows: \$1,954.00 x 12, divided by 365 days.
5. The Tenants have paid \$5,815.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 29, 2024 are \$1,907.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

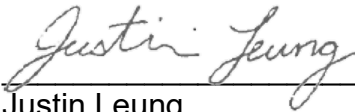
8. The Landlord collected a rent deposit of \$1,907.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$55.25 is owing to the Tenants for the period from January 1, 2023 to February 27, 2024.
10. I have considered all of the disclosed circumstances in accordance with subsection 83 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 the Landlord did attempt to negotiate repayment of the arrears of rent. In making this finding I considered the Landlord's Legal Representative's submissions that they had tried to call and sent a letter proposing repayment plan to the Tenants but did not get a response.
11. As the Tenants did not attend and no other circumstances were presented to me, I find 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$6,001.00 if the payment is made on or before April 14, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 14, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 14, 2024**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$88.77. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$64.24 per day for compensation for the use of the unit starting February 28, 2024 until the date the Tenants move out of the unit.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before April 14, 2024, then starting April 15, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. 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 April 15, 2024.

**April 3, 2024**  
**Date Issued**

  
Justin Leung  
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 October 15, 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 April 14, 2024**

Rent Owing To April 30, 2024	\$11,630.00
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	- \$5,815.00
<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 are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$6,001.00</b>

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

Rent Owing To Hearing Date	\$7,502.48
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	- \$5,815.00
<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	- \$1,907.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$55.25
<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 are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$(88.77)</b>
Plus daily compensation owing for each day of occupation starting February 28, 2024	\$64.24 (per day)