



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

**Citation:** Menard v Hooper, 2023 ONLTB 27972

**Date:** 2023-03-28

**File Number:** LTB-L-005234-22

**In the matter of:** 115 McConnell ave  
Cornwall ON K6H4K8

**Between:** Yves Menard Landlord

**And**

Sabrina Hooper Tenant

Yves Menard (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Hooper (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 14, 2023. The Landlord and the Tenant attended the hearing.

### **Preliminary Issue:**

The Tenant denied receiving a copy of a Notice of Rent Increase (N1) which the Landlord claimed to have placed in her mailbox on October 1, 2022. As the Landlord placed the notice directly in the Tenant's mailbox and the Tenant has received every other correspondence except for the N1, I find it more likely than not that the Tenant was served with the notice.

### **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 \$933.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$30.67. This amount is calculated as follows: \$933.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,139.00 to the Landlord since the application was filed.
6. The Landlord communicated with the Tenant and assisted her in an application for rent subsidy. However, the Landlord's attempts at negotiating a repayment agreement were unsuccessful.
7. The rent arrears owing to March 31, 2023 are \$1,120.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$900.00 from the Tenant 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.
10. Interest on the rent deposit, in the amount of \$40.71 is owing to the Tenant for the period from October 2, 2019 to March 14, 2023.

Relief from Eviction

11. The Tenant requested a repayment agreement of \$200.00 monthly towards the arrears and testified that she receives income of \$733.00 from Ontario Works monthly. Although this would make it impossible for the Tenant to comply with a repayment agreement, given the monthly rent is \$933.00, the Tenant hopes to get a roommate, obtain a rent subsidy, and financial assistance from family. The Tenant's request was denied as there is no concrete plan for the repayment.
12. I have considered all 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 April 30, 2023 pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to either secure alternative accommodation or pay the outstanding amount.

**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:**
  - \$1,306.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$2,239.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2023**
  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 \$138.33. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$30.67 per day for compensation for the use of the unit starting March 15, 2023 until the date the Tenant moves out of the unit.
  6. If the unit is not vacated on or before April 30, 2023, then starting May 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
  7. 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 May 1, 2023.

**March 28, 2023**

**Date Issued**

\_\_\_\_\_  
Jitewa Edu

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 November 1, 2023 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 March 31, 2023**

Rent Owing To March 31, 2023	\$3,259.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,139.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$1,306.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2023**

Rent Owing To April 30, 2023	\$4,192.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,139.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$2,239.00</b>

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

Rent Owing To Hearing Date	\$2,755.38
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,139.00
<b>Less</b> the amount of the last month's rent deposit	- \$900.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$40.71
<b>Total amount owing to the Landlord</b>	<b>\$(138.33)</b>
Plus daily compensation owing for each day of occupation starting March 15, 2023	\$30.67 (per day)