



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

Citation: Vanriel v Palfrey, 2023 ONLTB 30463

Date: 2023-04-18

File Number: LTB-L-050844-22

In the matter of: 77 BIRCHFIELD DR
COURTICE ON L1E1M7

Between: Ricardo Vanriel

And

Allan Young
Dillion Palfrey
Paige Palfrey
Susan Palfrey

I hereby certify this is a
true copy of an Order dated
APR 18, 2023
Landlord and Tenant Board

Landlord

Tenants

Ricardo Vanriel (the 'Landlord') applied for an order to terminate the tenancy and evict Allan Young, Dillion Palfrey, Paige Palfrey and Susan Palfrey (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 28, 2023. The Landlord's representative, Jennifer Chimbo, attended the hearing. As of 11:59 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.

One Tenant, Susan Palfrey, signed into the videoconference at 9:00 am, and participated in mediation with the Landlord's representative, but disconnected from the videoconference at 11:25 am before the hearing began. Before disconnecting, the Tenant provided no indication to the Board that she was having any technical difficulties, or that any personal circumstances precluded her from remaining in the hearing room to attend her hearing. For these reasons, the hearing proceeded with only the Landlord's evidence at 11:59 am.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End the 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 \$1,400.00. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.

5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$15,400.00.
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. The Landlord's representative submitted that the Landlord sent emails to the Tenants on May 5, 2022, June 2, 2022, July 7, 2022, and on September 29, 2022 offering an arrears repayment plan. The representative noted that the Tenants responded on August 22, 2022 stating that they would pay an additional \$2,000.00 monthly for the arrears, but they never made any payments according to the plan, and the Landlord never received any further communication from the Tenants regarding a repayment plan.
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. The Landlord's representative was not aware of any circumstances that should be considered in a determination of whether to provide the Tenants with eviction relief, nor were the Tenants or their representative present at the hearing to provide submissions with respect to the Tenants' relief from eviction. For these reasons, it would be unfair to the Landlord to grant the Tenants with eviction relief.

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:**
 - \$16,986.00 if the payment is made on or before April 29, 2023. 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 29, 2023 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 Tenants must move out of the rental unit on or before April 29, 2023.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$15,474.84. 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 Tenants shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting March 29, 2023 until the date the Tenants move out of the unit.

7. If the Tenants do not pay the Landlord the full amount owing on or before April 29, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 30, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 29, 2023, then starting April 30, 2023, 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 April 30, 2023.

April 18, 2023
Date Issued

Frank Ebner
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 30, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 29, 2023

Rent Owing To April 30, 2023	\$16,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$16,986.00

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

Rent Owing To Hearing Date	\$15,288.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$15,474.84
Plus daily compensation owing for each day of occupation starting March 29, 2023	\$46.03 (per day)