



Order under Section 69 Residential Tenancies Act, 2006

Citation: Huot v Ford, 2023 ONLTB 14749

Date: 2023-01-10

File Number: LTB-L-025433-22

In the matter of: 583 ONTARIO ST
ST CATHARINES ON L2N4N9

Between: Andrew Stuart and Robert Dwayne Huot Landlord

And

Susan Ford Tenant

Andrew Stuart and Robert Dwayne Huot (the 'Landlords') applied for an order to terminate the tenancy and evict Susan Ford (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 5, 2023.

Only the Landlords and the Landlords' Legal Representative, Judith Callender, attended the hearing.

As of 10:25 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. The Landlords' Legal Representative testified that the Tenant was aware of the hearing, and that the Landlords' Legal Representative had attempted to contact the Tenant prior to the commencement of the hearing, but the Tenant did not respond. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to January 31, 2023 are \$30,895.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,100.00 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.
9. Interest on the rent deposit, in the amount of \$61.16 is owing to the Tenant for the period from May 1, 2021 to January 5, 2023.
10. The Landlords requested an order to terminate the tenancy and evict the Tenant within 11 days.
11. 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 Landlords attempted to negotiate a repayment agreement with the Tenant, and find that the Landlords did attempt to negotiate repayment of the arrears of rent. In making this finding I considered the Landlords Legal Representative's submissions that the Landlords Legal Representative had reached out to the Tenant on multiple occasions, and the Tenant had proposed payment plans, but the Tenant did not follow through with any payments. The Landlord's Legal Representative further testified that the Tenant had not provided contact information for the Tenant's government worker for assistance in resolving the matter.
12. The Tenant is a single mother of 5 children and receives government assistance. The Tenant has not paid rent in over a year, and the arrears are approaching the Board's jurisdictional limit of \$35,000.00. The Landlord has been experiencing financial strain as a result of the arrears. Additionally, the Tenant has not paid the water bill and the outstanding balance of over \$3,000.00 has been transferred to the Landlord's tax bill. The Tenant did not attend, and no other circumstances were presented to me.
13. However, there are 5 children in the unit, and the Landlord is holding a last month's rent deposit. In my view, a brief delay of the eviction to allow the Tenant an additional 10 days to find a new place to live, without further prejudice to the Landlord, is appropriate under the circumstances. Therefore, I find that it would not be unfair to postpone the eviction until January 31, 2023 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$31,081.00 if the payment is made on or before January 31, 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 January 31, 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 January 31, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$27,165.04. 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 Landlord 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 Landlord compensation of \$69.04 per day for the use of the unit starting January 6, 2023 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 January 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before January 31, 2023, then starting February 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 February 1, 2023.

January 10, 2023

Date Issued

Kathleen Wells

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 August 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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 January 31, 2023

Rent Owing To January 31, 2023	\$30,895.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$31,081.00

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

Rent Owing To Hearing Date	\$29,140.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$61.16
Total amount owing to the Landlord	\$27,165.04
Plus daily compensation owing for each day of occupation starting January 6, 2023	\$69.04 (per day)