



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

Citation: SIFTON PROPERTIES LIMITED v Best, 2023 ONLTB 22044

Date: 2023-03-01

File Number: LTB-L-039655-22

In the matter of: A, 4 GREENFIELD RD
BRANTFORD ON N3R6B9

Between:	Sifton Properties Limited	Landlord
	And	
	Robyn Best	Tenant

Sifton Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Robyn Best (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 15, 2023.

The Landlord's Agents Ellen Gerow and Toni Gilchrist and the Tenant Robyn Best attended the hearing.

Determinations:

1. At the hearing the Landlord relied on oral submissions and referred to documents to support their application. The Tenant was also given an opportunity to provide submissions and evidence.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent was \$1,530.61 and increased to \$1,548.98 on September 1, 2022. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$50.93. This amount is calculated as follows: \$1,548.98 x 12, divided by 365 days.
6. The Tenant has paid \$300.00 to the Landlord since the application was filed.
7. The rent arrears owing to February 28, 2023 are \$17,075.98. The amount of rent arrears was not in dispute at the hearing.
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 \$1,548.98 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 \$4.88 is owing to the Tenant for the period from January 1, 2023 to February 15, 2023.
11. The Landlord sought eviction within 11 days of this order. They submitted that numerous attempts were made to discuss a payment plan with the Tenant in relation to the accumulating arrears but the Tenant did not respond.
12. The Tenant explained that in the time period in which the rent arrears accumulated she lost her mother, her sister and her job. She is also going through a separation while parenting three children. She acknowledged her current income cannot support the monthly rent, a meaningful payment towards the rent arrears and everyday life costs. The Tenant asked for three months to find new living arrangements.
13. 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 March 31, 2023 pursuant to subsection 83(1)(b) of the Act. I am mindful the Landlord has already waited a significant period of time and in balancing the interests of both parties a perfect outcome is rare.
14. From the date of the hearing, this additional time provides the Tenant approximately half the time she requested to relocate. The Board recognizes finding new living accommodations may take additional time when children are involved. I also take into account the emotional impact the last year has had on the Tenant and this extra time may make relocation less stressful.

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:**
 - \$18,810.96 if the payment is made on or before March 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 March 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 March 31, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,923.09. 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 \$50.93 per day for the use of the unit starting February 16, 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 March 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2023, then starting April 1, 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 1, 2023.

2023 ONLTB 22044 (CanLII)

March 1, 2023
Date Issued

John Cashmore
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 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	\$18,924.96
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
Total the Tenant must pay to continue the tenancy	\$18,810.96

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

Rent Owing To Hearing Date	\$16,590.94
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$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	- \$1,548.98
Less the amount of the interest on the last month's rent deposit	- \$4.88
Total amount owing to the Landlord	\$14,923.09
Plus daily compensation owing for each day of occupation starting February 16, 2023	\$50.93 (per day)