



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bradshaw v Boarer, 2024 ONLTB 31777

Date: 2024-05-02

File Number: LTB-L-007007-24

In the matter of: 348 WHARNCLIFFE RD S
London ON N6J2L8

Between: Sheila Bradshaw
Amos Ganda

And

Christie aka Christine Boarer
Jade Boarer
Jay George
Judy Scanlon

I hereby certify this is a
true copy of an Order dated

May 2, 2024

Landlord and Tenant Board

Landlords

Tenants

Sheila Bradshaw and Amos Ganda (the 'Landlord') applied for an order to terminate the tenancy and evict Christie aka Christine Boarer, Jade Boarer, Jay George, and Judy Scanlon (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 24, 2024. The Landlords, the Landlords' Legal Representative, T. Mobberley, the Tenants' Legal Representative, A. Clark, and the Tenants, except Jay George, attended the hearing.

Preliminary Issues:

The Tenants' Legal Representative requested an adjournment because he was unaware of the hearing until he received the L1/L9 Application – Information Update from the Landlords' Legal Representative on April 19, 2024. This request was denied because his clients chose not to inform him about the hearing, and there was no dispute that on April 12, 2024, the Landlords inquired about legal representation from the Tenants and were informed that the Tenants intended to represent themselves.

The Tenants' Legal Representative also requested an adjournment because he was told that one of the Tenants, Jay George, was absent because of mental health issues. This request was also denied as the Tenants stated from the start that they were speaking on his behalf, and later revealed that he left the rental unit.

The application is amended to show the rental unit is located in London, not St. Thomas.

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 \$2,200.00. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 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 April 30, 2024 are \$17,600.00.
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 \$2,200.00 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 \$95.38 is owing to the Tenants for the period from August 1, 2022 to April 24, 2024.

Relief from Eviction

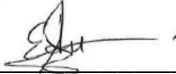
10. The Tenants, who have a combined income of approximately \$4,633.00 from old age security, the Canada child benefit, the Canada Pension Plan, and the Ontario Disability Support Program, moved into the rental unit on September 1, 2022 and have not paid any rent since September 2023.
11. The Tenants claimed that they fell into arrears because they made a request to pay the rent into the Board. The Tenants' Legal Representative stated that the request was denied in December 2023, but the Tenants claimed they were not informed.
12. The Tenants also claimed that they could pay \$8,800.00 to the Landlords on or before April 30, 2024, but had no plans for the outstanding balance. The Tenants subsequently revealed that they intend to vacate the unit and requested time to May 31, 2024.
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 May 31, 2024 pursuant to subsection 83(1)(b) of the Act. Although the amount outstanding is substantial, additional time is given to the Tenants to secure alternative accommodation.

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:**
 - \$19,986.00 if the payment is made on or before May 31, 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 Tenant has paid the full amount owing as ordered plus any additional rent that became due after May 31, 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 Tenants must move out of the rental unit on or before May 31, 2024**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$15,026.54. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting April 25, 2024 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 May 31, 2024, the Tenants will start to owe interest. This will be simple interest calculated from June 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2024, then starting June 1, 2024, 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 June 1, 2024.

May 2, 2024
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 December 1, 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 May 31, 2024

Rent Owing To May 31, 2024	\$19,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,986.00

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

Rent Owing To Hearing Date	\$17,135.92
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$95.38
Total amount owing to the Landlord	\$15,026.54
Plus daily compensation owing for each day of occupation starting April 25, 2024	\$72.33 (per day)