



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

Citation: Poli Rentals v Townson, 2023 ONLTB 81388

Date: 2023-1-9

File Number: LTB-L-054392-23

In the matter of: 84 BEAVER CRT
THUNDER BAY ON P7B4J7

Between: Poli Rentals Landlord

And

Amber Townson, Ryan Poole and Ethen Green Tenants

Poli Rentals (the 'Landlord') applied for an order to terminate the tenancy and evict Amber Townson, Ryan Poole and Ethen Green (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant, Ryan Poole, attended the hearing.

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 \$1,230.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.44. This amount is calculated as follows: \$1,230.00 x 12, divided by 365 days.
5. The Tenants have paid \$4,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2023 are \$6,425.00.
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 \$1,200.00 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 \$91.91 is owing to the Tenant for the period from December 12, 2018 to December 5, 2023.

S. 83 considerations

10. The Tenant acknowledged the arrears. He explained that he and his wife (who is one of the Tenants) are new parents, that he is in school, and his wife has been on maternity leave. The other Tenant has been underemployed. He testified that school is coming to an end, and that his employment income will be increasing in the new year. He also testified that the other Tenant's employment income is also increasing in the new year. He expects that with the increased income, the Tenants will be able to pay their rent and the arrears. Finally, he testified that as a result of an additional OSAP payment, he expected to pay a further \$1,000 to the Landlord by the end of the week.
11. The Landlord is frustrated that the Tenants have been continually in arrears. He testifies that he has incurred significant expenses in the past year, including \$40,000 to fix a watermain break in a townhouse next door. The Landlord has tried to work with the Tenants, but the arrears remain. He is concerned that if the Tenants are not evicted as a result of this hearing, that he will simply have to start all over again.
12. 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. This will give the Tenants the time to pay the arrears and thereby void this order if, as they anticipate, their finances improve in the new year.

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:**
 - \$6,611.00 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.
 - OR**
 - \$7,841.00 if the payment is made on or before January 31, 2024. See Schedule 1 for the calculation of the amount owing.
 - OR**
 - \$9,071.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.
 - OR**
 - \$10,301.00 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

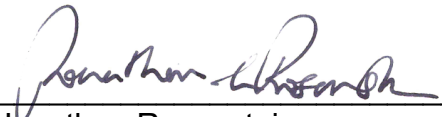
- \$11,531.00 if the payment is made on or before April 30, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,761.00 if the payment is made on or before May 31, 2024. 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 May 31, 2024 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 May 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,291.29. 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 \$40.44 per day for the use of the unit starting December 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 June 1, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 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.

January 9, 2023
Date Issued


Jonathan Rosenstein
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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2023

| | |
|--|-------------------|
| Rent Owing To December 31, 2023 | \$10,725.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$4,300.00 |
| 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 | \$6,611.00 |

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2024

| | |
|--|-------------------|
| Rent Owing To January 31, 2024 | \$11,955.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$4,300.00 |
| 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 | \$7,841.00 |

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 29, 2024

| | |
|--|--------------|
| Rent Owing To February 29, 2024 | \$13,185.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$4,300.00 |
| 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 | \$9,071.00 |
|--|-------------------|

D. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2024

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|--|--------------------|
| Rent Owing To March 31, 2024 | \$14,415.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$4,300.00 |
| 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 | \$10,301.00 |

E. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2024

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|--|--------------------|
| Rent Owing To April 30, 2024 | \$15,645.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$4,300.00 |
| 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 | \$11,531.00 |

F. Amount the Tenant 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 | \$16,875.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$4,300.00 |
| 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 | \$12,761.00 |

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

| | |
|--|----------------------|
| Rent Owing To Hearing Date | \$9,697.20 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$4,300.00 |
| 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 | - \$1,200.00 |
| Less the amount of the interest on the last month's rent deposit | - \$91.91 |
| 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 | \$4,291.29 |
| Plus daily compensation owing for each day of occupation starting December 6, 2023 | \$40.44 (per day) |