



Order under Section 69 Residential Tenancies Act, 2006

Citation: MEDALLION CORPORATION v Arundell, 2024 ONLTB 19576

Date: 2024-03-26

File Number: LTB-L-077653-22

In the matter of: 1210, 2405 FINCH AVE W NORTH
YORK ON M9M2X2

Between: MEDALLION CORPORATION Landlord

And

Lisa Arundell Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Arundell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 8, 2024. The Landlord's representative, Marija Jelic, and the Tenant attended the hearing. The Tenant checked into the videoconference late at 10:40 am. Tenant Duty Counsel services were no longer available at 10:40 am.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End the Tenancy Early for Nonpayment 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 \$1,563.12. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$51.39. This amount is calculated as follows: \$1,563.12 x 12, divided by 365 days.
5. The Tenant has paid \$2,756.60 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2024 are \$27,149.60, as agreed by both parties.

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 \$1,554.03 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 \$30.02 is owing to the Tenant for the period from June 1, 2023 to March 8, 2024.

Relief from Eviction

10. The Tenant testified that she incurred rent arrears when she was unemployed from July 2022 to February 2024 as a result of COVID, and her only income as a single mother during this period was approximately \$700.00 monthly in child benefits. The Tenant asserted that she is now employed fulltime at the airport and has a current monthly income of approximately \$4,000.00, with monthly expenses of \$500.00, not including rent. The Tenant remarked that possible future employment as a Personal Support Worker will supplement this income. The Tenant testified further that she could now make monthly arrears payments of \$900.00 in addition to paying the monthly rent.
11. The Tenant stated that she wanted to retain her tenancy and noted that the neighborhood school was good for her child.
12. The Landlord's representative submitted that the Landlord sent a letter to the Tenant when the N4 Notice was served offering to negotiate an arrears repayment plan. The Tenant also received written offers to negotiate a payment plan when Notices of Hearing were sent by the Board for the adjourned hearings in May 2023 and in November 2023. The representative remarked that the Tenant never responded to any of these offers.
13. The Landlord's representative submitted further that given the arrears owing, it would require 30 months for the Tenant to pay for the arrears with a monthly repayment plan of \$900.00. The representative noted that the length of this payment plan would unacceptably increase the Landlord's financial burdens with respect to this tenancy. The representative asserted that the Tenant is unable to afford her tenancy, and therefore the Landlord seeks the Tenant's eviction.
14. 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 Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. On the basis of the evidence provided, I am satisfied that since August 2022 the Tenant has accrued significant rent arrears that would require 30 months for the Tenant to repay at the Tenant's requested payment rate of \$900.00 monthly. I find that implementing this lengthy period of payment would be unfair to the Landlord. I accept that COVID resulted in employment and income disruptions for the Tenant; however, given the Tenant's very

limited rent payments over the last 12 months during the waning impact of COVID, and the Tenant's very recent and undocumented employment income, I am not satisfied that this tenancy is financially viable for the Tenant. For these reasons, I find that offering the Tenant conditional relief through an imposed payment plan, or postponing the termination of the tenancy, would result in continued undue financial hardship for the Landlord. Accordingly, I find that it would be unfair to the Landlord to grant the Tenant with any eviction relief.

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:**
 - \$27,335.60 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$28,898.72 if the payment is made on or before April 6, 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 April 6, 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 April 6, 2024.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$24,599.55. 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 \$51.39 per day for the use of the unit starting March 9, 2024 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 April 6, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 7, 2024 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 6, 2024, then starting April 7, 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 April 7, 2024.

March 26, 2024

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 7, 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 March 31, 2024

Rent Owing To March 31, 2024	\$29,906.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,756.60
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	\$27,335.60

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 6, 2024

Rent Owing To April 6, 2024	\$31,469.32
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,756.60

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	\$28,898.72

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

Rent Owing To Hearing Date	\$28,754.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,756.60
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	- \$1,554.03
Less the amount of the interest on the last month's rent deposit	- \$30.02
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	\$24,599.55
Plus daily compensation owing for each day of occupation starting March 9, 2024	\$51.39 (per day)