



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

**Citation:** 940412 Ontario Ltd v Ramirez, 2024 ONLTB 2091

**Date:** 2024-01-02

**File Number:** LTB-L-035713-23

**In the matter of:** 504, 4029 OLD DUNDAS ST  
YORK ON M6S2R5

**Between:** 940412 Ontario Ltd Landlord

**And**

Erick Ramirez Tenant

940412 Ontario Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Erick Ramirez (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 13, 2023.

The Landlord's Legal Representative, Bryan Rubin, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

### **Determinations:**

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,400.35. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.04. This amount is calculated as follows: \$1,400.35 x 12, divided by 365 days.
5. The Tenant has paid \$2,934.00 to the Landlord since the application was filed.

6. The rent arrears owing to September 30, 2023 are \$5,502.45.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant did not dispute the amount of rent arrears owing to the Landlord and is seeking relief from eviction.

#### Relief from eviction

10. In his testimony, the Tenant stated he does not have any excuses for not paying the monthly rent. He stated he has made mistakes and messed up. He stated he is employed and his monthly income is \$4,000.00. He further stated he does have a great deal of debt and he chose to pay down these debts instead of paying the monthly rent.
11. The Tenant proposed a repayment plan in which he would pay an additional \$200.00 per month in addition to the monthly rent. He also proposed that he would pay to the Landlord \$1,500.00 on October 13, 2023 and \$1,500.00 on July 15, 2024. He further testified he cannot afford more than \$200.00 a month to pay down the rent arrears due to other debt responsibilities.
12. The Landlord's Legal Representative submitted that the Landlord is seeking a standard voidable order and is opposed to the Tenant's repayment plan. He submitted the Tenant chose not to pay the rent and instead paid his outstanding debts although no evidence was provided to the Board to support this claim that he has any other debt besides the rent arrears owing to the Landlord. He submitted that based on the Tenant's monthly income, he has the financial ability to pay more than \$200.00 a month towards the rent arrears and the repayment plan is highly prejudicial to the Landlord.
13. The concern I have with the Tenant's request for a repayment plan is that the Tenant has the ability to pay more than \$200.00 a month towards the arrears but refuses to do so because of his outstanding debts. Although the Tenant stated he would pay at least \$1,500.00 on two separate dates being October 13, 2023 and July 15, 2024, the latter is well into the future and the Landlord has no guarantee that these payments will be made. Moreover, I find the Tenant's request for a repayment plan of \$200.00 a month to catch up on the rent arrears would be unfair to the Landlord as it would take approximately 28 months to satisfy the outstanding debt owed. As such, I find it appropriate to postpone the eviction. This postponed termination will give the Tenant an opportunity to organize their move or try to obtain a loan for the funds needed to void the order.
14. 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 January 31, 2024 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:**
  - \$11,289.85 if the payment is made on or before January 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 January 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 January 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,886.62. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$46.04 per day for the use of the unit starting September 14, 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 13, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 14, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2024, then starting February 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 February 1, 2024.

**January 2, 2024**

**Date Issued**

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Susan Priest

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, 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 January 31, 2024**

Rent Owing To January 31, 2024	\$14,037.85
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,934.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$11,289.85</b>

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

Rent Owing To Hearing Date	\$7,634.62
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,934.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$4,886.62</b>
Plus daily compensation owing for each day of occupation starting September 14, 2023	\$46.04 (per day)

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