



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

**Citation:** 2491364 ONTARIO INC. v Ollivierre, 2024 ONLTB 34074

**Date:** 2024-05-29

**File Number:** LTB-L-044196-23

**In the matter of:** 1010, 1442 LAWRENCE AVE W  
TORONTO ON M6L1B5

**Between:** 2491364 ONTARIO INC. Landlord

**And**

Nekada V. Ollivierre Tenant

2491364 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Nekada V. Ollivierre (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 17, 2024.

The Landlord 's representative, Jason Paine, and the Tenant attended 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 \$1,913.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.92. This amount is calculated as follows: \$1,913.75 x 12, divided by 365 days.
5. The Tenant has paid \$13,720.25 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2024, are \$7,339.58. The Tenant does not dispute the amount owing.
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 states she fell into arrears because she did not get enough hours as work. The Tenant is requesting a payment plan for 3 years. She states that she now works at least 40 hours a week and is trying to get a loan to assist in paying off her arrears. The city covers a portion of her rent for a total of \$910.00 and she makes around \$2,800.00 bi-weekly.

She has a total expense around \$827.95 for car, hydro, phone bill, groceries, internet, and insurance. She lives alone and if evicted she stated that she will have nowhere to go as she has no family or relatives. She stated that the city payment currently has stopped because she has not done her taxes or submitted her Notices of Assessment.

10. The Landlord submits that the tenancy began in June 2022 and the Tenant fell into arrears in December 2022. As such, the Tenant has been in arrears for the majority of their tenancy. The Landlord further submits the Tenant did not comply with the interim order the LTB issued when this hearing was previously adjourned, requiring the Tenant to pay on-going rent until the matter was heard or the LTB ordered otherwise. In taking that into account, I conclude that although the Tenant's circumstances have changed since the N4 Notice was served insofar as the Tenant now has more steady employment, she has demonstrated that she is not prepared to abide by an order that requires her to pay the on-going rent. Based on the evidence before me, I am not convinced the Tenant is able or willing to pay the arrears let alone the rent. I find that granting the Tenant a payment plan of three years would be overly unfair to the Landlord.
11. As the hearing was held on April 17, 2024 and the order is being issued in May, the Tenant has already had considerable time to find another place to live or explore financial support to help pay the arrears. I find that a further delay than June 15, 2024 in the eviction/voiding date is not warranted and would be unduly prejudicial to the Landlord. 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 June 15, 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:**
  - \$9,439.33 if the payment is made on or before May 31, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$11,353.08 if the payment is made on or before June 15, 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 June 2, 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 June 15, 2024.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,681.47. 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 \$62.92 per day for the use of the unit starting April 18, 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 June 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 15, 2024, then starting June 16, 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 16, 2024.

**May 29, 2024**  
**Date Issued**

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Vinuri Sivalingam  
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 10, 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 May 31, 2024**

Rent Owing To May 31, 2024	\$22,973.58
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	- \$13,720.25
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$9,439.33</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2024**

Rent Owing To June 30, 2024	\$24,887.33
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	- \$13,720.25
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$11,353.08</b>

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

Rent Owing To Hearing Date	\$20,215.72
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	- \$13,720.25
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$6,681.47</b>
Plus daily compensation owing for each day of occupation starting April 18, 2024	\$62.92 (per day)