



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: 1815212 ONTARIO INC v Douglas, 2024 ONLTB 16113

Date: 2024-05-21

File Number: LTB-L-080402-23

In the matter of: 1118, 399 MARKHAM RD
SCARBOROUGH ON M1J3C9

Between: 1815212 ONTARIO INC Landlord

And

Earl Linord Douglas Tenant

The Landlord brought an L4 Application for arrears of rent and to evict the Tenant alleging that the Tenant breached the payment terms outlined in LTB-L-000808.23.

A hearing was held by videoconference on December 12, 2023 to consider this application.

The Landlord's Representative and the Tenant attended the hearing.

Determinations:

1. The Landlord applied to the LTB for an order terminating the tenancy and evicting the Tenant without notice to the Tenant under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for failing to meet conditions outlined in LTB-L-000808-23 (the "Order"). Specifically, the Tenant failed to pay arrears in the amount of \$565.00 on or before September 16, 2023. This is paragraph 2(b) of the Order.
2. The application was filed within 30 days of the breach.
3. The Tenant stated that he has attempted to comply with the Order. He notes that of the \$23,235.40 that was ordered, the arrears are now \$12,108.60.
4. The Landlord's Representative stated that after the breach, the Tenant stopped paying rent and arrears payments and continues to live in non-compliance with the conditions of the order.
5. In response, the Tenant stated that he was trying to work with Epic to get rent assistance. He stated that he wants to stay at the rental unit. The Tenant stated that an Epic representative was trying to work with the Landlord in order to sort out the rent arrears and assist the Tenant in complying with the Order.

6. The Landlord's Representative indicated that no one from Epic has contacted her in relation to this tenancy. The Landlord's Representative stated that she is working with Epic on other tenant files (approximately 12) and that, under the Epic program, Epic normally communicates with the Landlord's Representative to request certain documentation, including the original N4, the Order and, generally, information about payment terms. Epic did not do this for the Tenant.
7. The Tenant stated that he wants to go back onto a payment plan. The Landlord's Representative is opposing this given that the Tenant has not just breached the Order, but continues not to remit his lawful monthly rent nor the arrears under the Order (October, November and December).
8. After considering the submissions of the Landlord's Representative and the Tenant, I find that the Tenant breached paragraph 2(b) of the Order.

Arrears owing

9. The previous application includes a request for an order for the payment of arrears of rent and requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.
10. The Tenant was ordered to pay \$23,235.40 for rent arrears and the application filing fee in the previous Order. The amount that is still owing is \$12,108.60 and that amount is included in this order.
11. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord.
12. Interest on the rent deposit is owing to the Tenant for the period from December 1, 2020 to December 12, 2023.
13. The amount of the rent deposit and interest on the rent deposit are applied to the amount the Tenant is required to pay.

Daily compensation

14. The Landlord is entitled to daily compensation from starting December 13, 2023 until the date the Tenant moves out of the unit at a daily rate of \$61.66. This amount is calculated as follows: \$1,875.60 x 12 months, divided by 365 days.

Section 83 considerations

15. During hearing, the Tenant proposed a payment plan. He proposed to make a payment of \$3,000.00 and then continue along with the terms of the Order. It appeared that the Tenant had originally started to look for alternative living accommodations but decided to remain at the rental unit.

- 16. The Landlord’s Representative stated that the Tenant’s proposed payment plan would cause it financial hardships. The Landlord owns 20 units and during COVID-19, the Landlord faced financial hardship when multiple tenants did not pay their rent.
- 17. I am not prepared to order another payment plan in these circumstances. The Tenant did not just miss one of the scheduled payments. As of the date of the hearing, the Tenant simply stopped paying any rent or arrears.
- 18. 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 be unfair to grant relief from eviction. I find that it would not be unfair to postpone that eviction until June 15, 2024. This will give the Tenant time to pay down arrears (if any) and find new accommodations.

It is ordered that:

- 1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 15, 2024.
- 2. 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.
- 3. 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
- 4. The Tenant shall pay to the Landlord \$10,345.70. This amount represents the rent owing up to December 12, 2023 and the cost of filing the previous application, less the rent deposit and interest (\$62.90) the Landlord owes on the rent deposit.
- 5. The Tenant shall also pay to the Landlord \$61.66 per day for compensation for the use of the unit starting December 13, 2023 to the date the Tenant moves out of the unit.
- 6. 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.

May 21, 2024
Date Issued

Julia Toso
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 of the Tenant expires on October 14, 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.

2024 ONLTB 16113 (CanLII)

