



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

**Citation:** Campbell v Duguay, 2024 ONLTB 7666

**Date:** 2024-02-23

**File Number:** LTB-L-073400-23

**In the matter of:** Apt B, 37 HAYNES AVE  
ST CATHARINES ON L2R3Z2

**Between:** Richard Campbell Landlord

**And**

Fred Duguay Tenant

Richard Campbell (the 'Landlord') applied for an order to terminate the tenancy and evict Fred Duguay (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 16, 2024.

Only the Landlord's Legal Representative, Antonio Caruso, attended the hearing.

As of 9:41 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **Determinations:**

#### Preliminary Matter:

1. In review of the L1 application, it appears the 'total rent owing' should be \$4,010.00 as opposed to \$3,700.00. This is reflected in the L1 L9 Information Update Sheet. I granted an amendment to the L1 application as this appears to be a clerical error and was explained by the Landlord.

#### L1 Application:

2. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,080.00. It is due on the 1st day of each month.

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5. Based on the Monthly rent, the daily rent/compensation is \$35.51. This amount is calculated as follows: \$1,080.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to January 31, 2024 are \$8,330.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. I have considered all of the disclosed circumstances in accordance with subsection 83 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 the Landlord did attempt to negotiate repayment of the arrears of rent. In making this finding I considered the Landlord's Legal Representative's submissions that they had attempted to execute a payment plan with the Tenant two years ago but was unsuccessful.
11. As the Tenant did not attend and no other circumstances were presented to me, I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
    - \$9,410.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$10,676.00 if the payment is made on or before March 5, 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 March 5, 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 March 5, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,004.16. 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 \$35.51 per day for the use of the unit starting January 17, 2024 until the date the Tenant moves out of the unit.

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7. If the Tenant does not pay the Landlord the full amount owing on or before March 5, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 6, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 5, 2024, then starting March 6, 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 March 6, 2024.

**February 23, 2024**

**Date Issued**

\_\_\_\_\_  
Justin Leung

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 September 6, 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 February 13, 2024**

Rent Owing To February 29, 2024	\$9,410.00
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	- \$0.00
<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>\$9,596.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 5, 2024**

Rent Owing To March 31, 2024	\$10,490.00
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	- \$0.00
<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>\$10,676.00</b>

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

Rent Owing To Hearing Date	\$7,818.16
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	- \$0.00

<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
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<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 amount owing to the Landlord</b>	<b>\$8,004.16</b>
Plus daily compensation owing for each day of occupation starting January 17, 2024	\$35.51 (per day)