



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

**Citation:** IMH Pool XX LP v Grant, 2024 ONLTB 10851

**Date:** 2024-02-08

**File Number:** LTB-L-054467-22

**In the matter of:** 225, 7170 DARCEL AVE  
MISSISSAUGA ON L4T3T5

**Between:** IMH Pool XX LP Landlord

**And**

Kasmo Grant Tenant

IMH Pool XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Kasmo Grant (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 3, 2024.

The Landlord and the Tenant attended the hearing.

The Landlord's Legal Representative, Sofia Enriquez and the Tenant and the Tenant's girlfriend, Latoya Davis Green, 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 \$2,125.41. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.88. This amount is calculated as follows: \$2,125.41 x 12, divided by 365 days.

5. The Tenant has paid \$26,168.00 into the LTB since the application was filed.
6. The parties agreed that the rent arrears owing to January 31, 2024 are \$8,989.92.
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 offered a 26-month repayment plan that would only be viable based on both his income and that of his girlfriend, who is an occupant. The Tenant testified that he could pay \$1,500.00 towards the rent and the occupant can pay the remainder. Between the two of them they can afford to pay the rent and \$350.00 towards the arrears. The Tenant testified that he advised that at times he has left the rental unit to reside at 55 Falby Court Ajax, ON, which is another location. The Tenant and the Occupant testified that they have an "on again, off again relationship". At first, the occupant indicated that the Tenant was not residing in the unit, and she was the only one there, then the occupant testified that the Tenant comes and goes. When asked about his other residence and whether or not he pays rent there, the Tenant submitted that he pays a couple of hundred dollars each time he goes there. As a result, it is unclear whether the Tenant intends to stay in the unit on a long-term basis or whether this is a viable option. In addition to that I find that the income information the Tenant and the Occupant provided is inconsistent both internally and externally and that they contradict each other and proceeded to contradict their own evidence. At first the occupant indicated that she is on social assistance, and then corrected herself and said she is working part time. After she indicated that she is up to 40 hours a week. She is also waiting on a pay out from a car accident that she could use to put towards the arrears. The Tenant testified that he was off work for many months and has returned to work in the last 3 months and is working full time making \$4,000.00 a month. The Tenant testified that he helps with expenses, but he needs to help more. The Tenant and the occupant submitted that between the two of them they make approximately \$7,800.00 a month. However, neither party submitted any documentation to corroborate their testimony. As a result, I do not find that a repayment plan would be reasonable in this circumstance. I also find that postponing the eviction will more likely than not result in an increase in the arrears owing.
10. The Landlord's Legal Representative submitted that that proposal is unreasonable given its duration. She also submitted that the Tenant has made no arrangements for a repayment plan and if the occupant is the only one living there the tenancy should be terminated.
11. Ultimately, I find that the Tenant and his witness, the occupant, provided unreliable evidence regarding their financial situation. In addition, it is unclear whether the Tenant is interested in continuing the tenancy.
12. 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.

**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:**
  - \$11,301.33 if the payment is made on or before February 19, 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 February 19, 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 February 19, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,260.15. 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 \$69.88 per day for the use of the unit starting January 4, 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 February 19, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 20, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 19, 2024, then starting February 20, 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 20, 2024.

**February 8, 2024**

**Date Issued**

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Teresa Hunt

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto  
ON M7A 2G6

**File Number:** LTB-L-054467-22

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 20, 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 ONL TB 10851 (CanLII)

**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 19, 2024**

Rent Owing To February 29, 2024	\$37,283.33
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	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$26,168.00
<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>\$11,301.33</b>

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

Rent Owing To Hearing Date	\$33,242.15
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	- \$26,168.00
<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>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>\$7,260.15</b>
Plus daily compensation owing for each day of occupation starting January 4, 2024	\$69.88 (per day)