



Order under Section 69 Residential Tenancies Act, 2006

Citation: R&D Properties Group Inc. v Alves, 2024 ONLTB 60720

Date: 2024-08-22

File Number: LTB-L-010356-24

In the matter of: Unit 2, 175 WEST ST
SIMCOE ON N3Y1S7

Between: R&D Properties Group Inc. Landlord

And

Alyssa Alves Tenant

R&D Properties Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Alyssa Alves (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 29, 2024.

The Landlord's Legal Representative, J. Herter, 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 \$600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 31, 2024 are \$13,038.32. The Tenant did not agree with the amount but did not lead any evidence as to why she believed that the numbers were inaccurate. Therefore, I have no reason to find that the Landlord's calculation of rent arrears is inaccurate.
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.

L1 Application

9. The Tenant attempted to raise maintenance issues at this hearing, but no disclosure of the issues or evidence was made at least seven days before the hearing as per section 82(2) of the Act and LTB Rule of Procedure 19(4), and no reasonable explanation was provided for why the Tenant could not have met this requirement. The Tenant also stated there is another application before the Board involving the same parties that she filed against the Landlord. Therefore, I denied this request. She was advised to bring her own application before the Board if she hadn't already done so.
10. The Tenant also claimed that she did not receive the N4 notice. The Certificate of Service filed by the Landlord states that the Landlord's Legal Representative mailed the N4 notice to the Tenant on the rental unit address. As per Rule 3.1 (e) sending a document by registered or regular mail is a valid form of serving a document. The evidence suggests that the Tenant is still living in the rental unit. Therefore, I find that the N4 was served on the Tenant. The Board also send a Notice of Hearing to the Tenant and the Tenant was in attendance so her claim that she was not aware of the proceedings appears to be inaccurate.

Section 83 considerations

11. 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 August 30, 2024 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant testified that she has been moving her things out of the rental unit for the past few weeks and would like to vacate the rental unit on or before August 20, 2024. The Tenant also stated that she finds the rental unit is unsafe for her children so she would like to end her tenancy. The Landlord's Legal Representative agreed with the date. Since the parties consented to the same and there has been a delay in sending the order out, I am extending that by a few days to the end of the month. The Tenant's liability to pay rent will end the day she vacates the rental unit.

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:**
 - \$13,883.51 if the payment is made on or before August 30, 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 August 30, 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 August 30, 2024.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,244.05. 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 \$19.73 per day for the use of the unit starting July 30, 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 August 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 31, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 30, 2024, then starting August 31, 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 August 31, 2024.

August 22, 2024
Date Issued

Sheena Brar
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 February 29, 2025 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 August 30, 2024

Rent Owing To August 31, 2024	\$13,638.32
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$13,824.32

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

Rent Owing To Hearing Date	\$13,058.05
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$13,244.05
Plus daily compensation owing for each day of occupation starting July 30, 2024	\$19.73 (per day)