



Order under Section 69 Residential Tenancies Act, 2006

Citation: 13220559 Canada Inc. v Tatasciore, 2024 ONLTB 4989

Date: 2024-01-30

File Number: LTB-L-057103-22

In the matter of: 174 REID ST
SAULT STE. MARIE ON P6B4T9

Between: 13220559 Canada Inc. Landlord

And

Thomas Tatasciore and Kristy Tauvette Tenant

13220559 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Tatasciore and Kristy Tauvette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 8, 2024 at 1:00 pm.

The Landlord Representative Josh McDougall and the Tenant Kristy Tauvette attended the hearing.

Preliminary Issue:

1. At the outset of the hearing the Landlord Representative requested that I not accept any of the Tenant's section 82 submissions, submitting that contrary to Interim Order LTB-L057103-22-IN issued on April 25, 2023, the Tenants failed to pay \$1,800.00 towards the rent. He further submitted that the Tenants rights would still be protected as they had their own applications scheduled to heard before the board.
2. In response the Tenant testified that they had attempted to keep up with the payments but were unable to owing to their husband Thomas Tatasciore being unable to work due to anxiety as a result of the Landlord's alleged failure to address maintenance issues and their 8-year-old incontinent son requiring additional support. As to their own applications, it

was the Tenants submission that their applications were scheduled for April 24, 2024 and would not be heard in time to have an impact on the matter before me.

3. Having considered the above testimony, Interim Order LTB-L-057103-22-IN, the prejudice to the Landlord given the Tenant's failure to pay the \$1800.00 towards the rent and the potential detriment to the Boards credibility should I deny the Landlord Representative' request I directed that would not accept any of the Tenant's section 82 submissions.

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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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$12,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2024, are \$18,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$82.36 is owing to the Tenant for the period from November 9, 2021, to January 8, 2024.
10. The Tenant testified that she didn't believe the rent or the arrears were as alleged, submitting that the Landlord's failure to address maintenance issues as per their lease agreement would equate to a reduction in rent.
11. In response the Landlord submitted that the Landlord had collected a rent deposit of \$2,000.00 a month and there was no formal communication from the Landlord to the Tenant's guaranteeing such a reduction. Furthermore, he submitted that these were issues subject of the Tenant's section 82 submissions and should not be considered.

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12. Agreeing with the Landlord I canvassed the Tenant as to her finances. Based on her testimony I wasn't satisfied on the balance of probability that she would be able to maintain the tenancy to include supporting a payment plan that wouldn't be prejudicial to the Landlord.
13. The Landlord Representative then submitted that the Landlord would be open to a delayed eviction to afford the Tenants the opportunity to save money towards a new rental.
14. 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 April 30, 2024, pursuant to subsection 83(1)(b) of the Act.
15. Specifically, given the Landlord Representative's submission regarding a delayed eviction, the ongoing medical issues with the Tenants son I am satisfied that postponement of 90 days is warranted in order for the Tenants to secure financing, save money and find a new rental proeprty.

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:**
 - \$19,786.00 if the payment is made on or before January 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$21,786.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$23,786.00 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$25,786.00 if the payment is made on or before April 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 April 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 April 30, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,229.64. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting January 9, 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 10, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2024, then starting May 1, 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 May 1, 2024.

January 30, 2024

Date Issued

Kelly Delaney

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 November 1, 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 January 31, 2024

Rent Owing To January 31, 2024	\$32,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,400.00
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	\$19,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 29, 2024

Rent Owing To February 29, 2024	\$34,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,400.00
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	\$21,786.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2024

Rent Owing To March 31, 2024	\$36,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,400.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00

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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	\$23,786.00

D. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2024

Rent Owing To April 30, 2024	\$38,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,400.00
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	\$25,786.00

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

Rent Owing To Hearing Date	\$30,526.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$12,400.00
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	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$82.36
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	\$16,229.64
Plus daily compensation owing for each day of occupation starting January 9, 2024	\$65.75 (per day)