



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Seniors Housing Corporation v Gooding, 2024 ONLTB 4609

Date: 2024-01-17

File Number: LTB-L-062505-23

In the matter of: 404, 1420 VICTORIA PARK AVE NORTH
YORK ON M4A2P7

Between: Toronto Seniors Housing Corporation Landlord

And

Juliet Gooding Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Juliet Gooding (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 4, 2024. The Landlord's agents, A. Nikolic, M. Davis, the Landlord's legal representative C. Salgado, 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 \$1,170.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.47. This amount is calculated as follows: \$1,170.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to January 31, 2024, are \$23,487.00.

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.

Relief from Eviction:

9. 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 February 5, 2024, pursuant to subsection 83(1)(b) of the Act.
10. At the hearing the Tenant stated that she wished to remain in the rental unit and proposed a payment plan that would take her approximately 109 months to make the Landlord whole. I canvassed with the Tenant her income and her expenses and based on the figures she provided, it would appear that the Tenant would have been in a position to pay more each month to lessen the length of the payment plan. The Tenant declined to do so.
11. The arrears claimed in the Landlord's notice of termination start in November 2020, the Tenant has not made a payment to the Landlord since the application was filed in August of 2023. The Tenant stated that she had expenses that precluded her from paying the monthly rent, however the arrears pre-date those expenses. The Tenant has simply been prioritizing other expenses rather than paying her monthly rent. Given the substantial amount of arrears, I do not find that the tenancy is viable.
12. The Tenant is living in subsidized housing that is geared towards seniors and has lived in the rental unit since 2020, and so I am inclined to grant the Tenant sometime to find alternative accommodations. The above termination date is not so extensive that it shall severely prejudice the Landlord. Additionally, the Tenant may receive some additional time due to the Landlord enforcing this order through the Sheriff's office. This order is also voidable, so if the Tenant can source the funding to pay the Landlord back the arrears they owe, they would be permitted to remain in 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:**
 - \$23,673.00 if the payment is made on or before January 31, 2024. See Schedule 1 for the calculation of the amount owing.
 - \$24,843.00 if the payment is made on or before February 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 February 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 February 5, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$22,656.88. See Schedule 1 for the calculation of the amount owing. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application.
6. The Tenant shall also pay the Landlord compensation of \$38.47 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 5, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 6, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 5, 2024, then starting February 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 February 6, 2024.

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January 17, 2024

Date Issued

Curtis Begg

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 August 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 January 31, 2024

Rent Owing To January 31, 2024	\$23,487.00
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	\$23,673.00

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

Rent Owing To January 31, 2024	\$24,657.00
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	\$24,843.00

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

Rent Owing To Hearing Date	\$22,470.88
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

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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	\$22,656.88
Plus daily compensation owing for each day of occupation starting January 5, 2024	\$38.47 (per day)