



Order under Section 69 Residential Tenancies Act, 2006

Citation: 12127105 Canada Inc. v Phillips, 2024 ONLTB 2655

Date: 2024-01-15

File Number: LTB-L-044252-23

In the matter of: 253 ALMA ST
ST THOMAS ON N5P3B9

Between: 12127105 Canada Inc. Landlord

And

Paul E. Phillips and Terri Brinn Tenants

12127105 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Paul E. Phillips and Terri Brinn (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 24, 2023.

The Landlord's Representative, Susana Pereira, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.

6. The Landlord's Representative stated that the rent arrears owing to October 31, 2023 are \$30,000.00, and provided this information in an update sheet. The Tenants agree that there is a substantial amount owing in rent, but they could not confirm that amount because they had not reviewed their bank statements prior to the hearing date. I favour the Landlord's Representative's calculation on rent arrears and find that rent arrears owing to October 31, 2023 are \$30,000.00.
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.
9. The Tenants stated that they both work full time. They indicated that they could begin paying \$1,550.00 on November 15th, 2023, and make full rent payments on time as they become due. The Tenants state that they have two teenage children living at the rental unit and would like to preserve the tenancy. The Tenants stated that they wanted to pay rent but did not know where to pay it to. If the Tenants stick to the repayment plan, it would be approximately 19 months before the rent arrears have been paid.
10. The Landlord opposed the repayment plan put forward by the Tenants. The Landlord's Representative said the Tenants have allowed the rent arrears to grow making no effort to pay rent. The Landlord's Representative indicated that the repayment plan is too long. The Landlord's Representative stated that this was not the first time the Tenants would have been paying rent, so it was unclear why the Tenants now state that they do not know who to pay the rent to.
11. I agree with the Landlord's Representative that the repayment plan is lengthy. I do not accept the Tenants' submissions that they did not know who to make payment to. The Tenants' monthly rent is \$950.00. The fact is that the Tenants made no effort to pay their rent and allowed the rent to accrue to \$30,000.00.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). I am not prepared to deny the eviction or to accept the repayment terms put forward by the Tenants. However, the Tenants have two children living in the rental unit. On that basis, I find that it would not be unfair to postpone the eviction until February 29, 2024 pursuant to subsection 83(1)(b) of the Act. That will give the Tenants some additional time to either pay the arrears and stay in the rental unit or find alternative living accommodations.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$33,986.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 29, 2024, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 29, 2024**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$29,985.52. 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 Tenants shall also pay the Landlord compensation of \$31.23 per day for the use of the unit starting October 25, 2023 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before February 29, 2024, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2024 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before February 29, 2024, then starting March 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 March 1, 2024.

2024 ONLTB 2655 (CanLI)

January 15, 2024

Date Issued

Julia Toso

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 July 27, 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 29, 2024

| | |
|--|--------------------|
| Rent Owing To February 29, 2024 | \$33,800.00 |
| 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 | \$33,986.00 |

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

| | |
|--|----------------------|
| Rent Owing To Hearing Date | \$29,799.52 |
| 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 | \$29,985.52 |
| Plus daily compensation owing for each day of occupation starting October 25, 2023 | \$31.23 (per day) |