



Order under Section 69 Residential Tenancies Act, 2006

Citation: Windsor Homes Coalition Inc. v Washington, 2024 ONLTB 61960

Date: 2024-08-23

File Number: LTB-L-033430-24

In the matter of: 552 CURRY AVENUE
WINDSOR ON N9B2B9

Between: Windsor Homes Coalition Inc. Landlord

And

Khalil Washington Tenant

Windsor Homes Coalition Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Khalil Washington (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 13, 2024.

The Landlord's agent, Angela Yakonich, 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 \$1,281.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.12. This amount is calculated as follows: \$1,281.00 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 August 31, 2024 are \$9,184.00.
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 \$1,250.00 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 \$1.11 is owing to the Tenant for the period from August 1, 2024 to August 13, 2024.

10. The Tenant does not dispute the total arrears and stated that they could not afford to continue the tenancy. They requested relief in the form of a delay of the eviction. The Tenant requested 4 months to vacate the property as they have a lot of personal items and furniture in the unit. They also stated that they have a roommate who may have a physical disability but was not sure what the disability was, or the limitations associated with it. I do not find a 4-month delay to be appropriate as the arrears are continuing to grow and the Tenant does not have the means to pay them or the ongoing rent. A short delay to September 30, 2024 is more appropriate in my view.
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 September 30, 2024 pursuant to subsection 83(1)(b) 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:**
 - \$9,370.00 if the payment is made on or before August 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,651.00 if the payment is made on or before September 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 September 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 September 30, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,385.45. 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 \$42.12 per day for the use of the unit starting August 14, 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 September 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2024 at 7.00% annually on the balance outstanding.

8. If the unit is not vacated on or before September 30, 2024, then starting October 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 October 1, 2024.

August 23, 2024

Date Issued

Colin Elsby

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 April 1, 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 31, 2024

| | |
|--|-------------------|
| Rent Owing To August 31, 2024 | \$9,184.00 |
| 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 | \$9,370.00 |

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

| | |
|--|--------------------|
| Rent Owing To September 30, 2024 | \$10,465.00 |
| 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 | \$10,651.00 |

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

| | |
|--|--------------|
| Rent Owing To Hearing Date | \$8,450.56 |
| 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 | - \$1,250.00 |
| Less the amount of the interest on the last month's rent deposit | - \$1.11 |
| 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 | \$7,385.45 |
| Plus daily compensation owing for each day of occupation starting August 14, 2024 | \$42.12 (per day) |