



Order under Section 69 Residential Tenancies Act, 2006

Citation: Alfae v Thompson, 2024 ONLTB 25497

Date: 2024-04-08

File Number: LTB-L-056891-23

In the matter of: 304 BEDROCK DR
STONEY CREEK ON L8J0M4

Between: Alham Alfae Landlord

And

Craig Thompson
Sandra Kerr Tenants

Alham Alfae (the 'Landlord') applied for an order to terminate the tenancy and evict Craig Thompson and Sandra Kerr (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 28, 2024.

The Landlord, the Landlord's Legal Representative, Mansi Parmar, and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 \$2,562.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$84.23. This amount is calculated as follows: \$2,562.00 x 12, divided by 365 days.
5. The Tenants have paid \$7,686.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2024 are \$15,372.00. The Tenants agreed with the amount.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

2024 ONLTB 25497 (CanLII)

8. The Landlord collected a rent deposit of \$2,562.00 from the Tenants 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 \$147.79 is owing to the Tenants for the period from June 1, 2021 to March 28, 2024.

Section 83 Considerations

10. 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.
11. The Tenants seek an opportunity to preserve the tenancy and proposes paying the new rent that comes due and \$600.00 each month towards the arrears until the arrears are paid up.
12. One of the Tenants, Craig Thompson ("CT") testified that the increased costs of living has hindered the Tenants to pay the Landlord in full and on time. CT testified that his monthly income has been approximately \$4,000 to \$4,500.00 and that the other Tenant receives ODSP and CPP in the amount of \$1,000.00. CT testified that he has secured a raise and his monthly income will increase to \$5,800.00.
13. The Landlord's Legal Representative opposed the payment plan and requested a standard eviction order. The Landlord's Legal Representative submitted that any further delays would prejudice the Landlord as the Landlord is a small landlord and relies on the rental payments to cover the expenses and mortgage payments of the rental unit. Due to the arrears, the Landlord has had to struggle with funds and utilize a line of credit.
14. The arrears are substantial, and the tenancy is relatively short, commencing in June 2021. Despite a consistent income, the Tenants have chosen to use their money elsewhere. A review of the Tenants' finances, based on CT's testimony, showed that the Tenants' income was sufficient to meet their monthly expenses. In my view, the Tenants were unable to account for their money and explain why they have failed to pay the Landlord the monthly rent.
15. Considering there are three children in the rental unit, and the Landlord has a last month's rent deposit, I find that it would not be unfair to grant a short delay of termination to April 30, 2024 for the Tenants to secure alternative housing or locate the funds to void this order.

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:**
 - \$18,120.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2024**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,644.65. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$84.23 per day for the use of the unit starting March 29, 2024 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 April 30, 2024, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 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.

April 8, 2024
Date Issued

Vicky Liu
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 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 Tenants 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	\$25,620.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,686.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$18,120.00

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

Rent Owing To Hearing Date	\$22,854.44
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,686.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,562.00
Less the amount of the interest on the last month's rent deposit	- \$147.79
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$12,644.65
Plus daily compensation owing for each day of occupation starting March 29, 2024	\$84.23 (per day)