



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Cogir Management Corporation GP v Mallery, 2024 ONLTB 19278

**Date:** 2024-03-15

**File Number:** LTB-L-003330-24

**In the matter of:** 107, 190 NONQUON RD  
OSHAWA ON L1G3S7

**Between:** Cogir Management Corporation GP Landlord

**And**

Sarha Mallery Tenant

Cogir Management Corporation GP (the 'Landlord') applied for an order to terminate the tenancy and evict Sarha Mallery (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's legal representative, S. McArthur, and the Tenant attended the hearing.

At the hearing, the parties consented to the following order. I was satisfied that the parties understood the consequences of the joint submission.

**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 \$2,000.35. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.76. This amount is calculated as follows: \$2,000.35 x 12, divided by 365 days.
5. The Tenant has paid \$1,767.92 to the Landlord since the application was filed.
6. The rent arrears owing to February 29, 2024 are \$4,332.83.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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8. The Landlord collected a rent deposit of \$1,934.00 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 \$82.26 is owing to the Tenant for the period from June 3, 2022 to February 13, 2024.
10. In consideration of the parties joint submission, 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 set the eviction for March 15, 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:**
  - \$6,519.18 if the payment is made on or before March 15, 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 March 15, 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 March 15, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,357.10. 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 \$65.76 per day for the use of the unit starting February 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 March 26, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 27, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 15, 2024, then starting March 16, 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 16, 2024.

**March 15, 2024**

**Date Issued**

\_\_\_\_\_  
Mayra Sawicki

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 September 16, 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 March 15, 2024**

Rent Owing To March 31, 2024	\$8,101.10
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,767.92
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$6,519.18</b>

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

Rent Owing To Hearing Date	\$4,955.28
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,767.92
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,934.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$82.26
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$1,357.10</b>
Plus daily compensation owing for each day of occupation starting February 14, 2024	\$65.76 (per day)