



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

**Citation:** Centennial Apartments v Grant, 2024 ONLTB 12888

**Date:** 2024-03-11

**File Number:** LTB-L-057222-23

**In the matter of:** 102, 3355 PONYTRAIL DR  
MISSISSAUGA ON L4X1V7

**Between:** Centennial Apartments Landlord

**And**

Maxine Grant Tenant

Centennial Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Maxine Grant (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 19, 2023.

The Landlord's legal representative, Bryan Rubin, 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 \$1,154.42. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.95. This amount is calculated as follows: \$1,154.42 x 12, divided by 365 days.
5. The Tenant has paid \$4,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2023 are \$4,113.90.
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 \$1,154.42 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 \$27.91 is owing to the Tenant for the period from January 1, 2023 to December 19, 2023.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The rental unit is occupied by the Tenant, her daughter, and her daughter's boyfriend.
12. The Tenant has been unemployed since 2022 and doesn't know if she will be returning to work soon. She is appealing the decision on her Ontario Works application and expects to receive a response within 60 days from the hearing.
13. The Tenant's daughter is on EI. She and her boyfriend contribute to the household expenses, but they have had significant medical expenses. They just received the paperwork to apply for Trillium funding for the medical expenses, which would leave more funds available for rent and other expenses.
14. The Tenant has \$1,800.00 to pay towards the arrears on the 22<sup>nd</sup> of December. She cannot predict her future ability to repay the arrears.
15. Although the Tenant has continued to make payments to the Landlord, the amount of arrears has increased since the application was filed.
16. The Landlord submits that it is unreasonable to extend the tenancy with a payment plan unless the plan is realistic.
17. I find that there is insufficient evidence to support a repayment plan. However, the Tenant and the other occupants who contribute to the household expenses are in the process of applying for various forms of social assistance and funding which could improve their financial situation and ability to repay the arrears. I find that it is reasonable to allow some time for these applications to be completed. Based on the information provided by the Tenant, this would extend the tenancy until mid-February 2024.
18. The eviction date of March 29, 2024 is more than two months after the hearing date and provides the Tenant with two weeks after her anticipated receipt of confirmation of funding sources.

**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:**
  - \$7,763.16 if the payment is made on or before March 29, 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 29, 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 29, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,684.20. 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 \$37.95 per day for the use of the unit starting December 20, 2023 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 29, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 30, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 29, 2024, then starting March 30, 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 30, 2024.

**March 11, 2024 Date  
Issued**

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Dawn Carr

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 2, 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 29, 2024**

Rent Owing To March 31, 2024	\$12,377.16
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	- \$4,800.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$7,763.16</b>

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

Rent Owing To Hearing Date	\$8,480.53
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	- \$4,800.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,154.42
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$27.91
<b>Total amount owing to the Landlord</b>	<b>\$2,684.20</b>
Plus daily compensation owing for each day of occupation starting December 20, 2023	\$37.95 (per day)