



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cityhousing Hamilton Corporation v Plett, 2024 ONLTB 12708

Date: 2024-03-11

File Number: LTB-L-066451-23

In the matter of: 47, 980 UPPER OTTAWA ST
HAMILTON ON L8T4T5

Between: Cityhousing Hamilton Corporation

Landlord

And

Tess Plett

Tenant

Cityhousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Tess Plett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2024.

The Landlord and the Tenant attended the hearing.

Only the Landlord's Legal Representative, Katherine Howlett, attended the hearing.

As of 9:37 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$136.00. It is due on the 1st day of each month. The rent was changed November 1, 2023.
4. Based on the Monthly rent, the daily rent/compensation is \$4.47. This amount is calculated as follows: \$136.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,080.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 29, 2024 are \$3,780.00.
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. 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 10, 2024 pursuant to subsection 83(1)(b) of the Act. The Landlord's Legal Representative stated they would support a postponed eviction by one month to provide the Tenant additional time to pay the rent arrears. Although the Tenant was not in attendance, I found that this postponed eviction date would be appropriate in the circumstances.

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:**
 - \$4,102.00 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,238.00 if the payment is made on or before April 10, 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 April 10, 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 April 10, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,852.35. 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 Tenant shall also pay the Landlord compensation of \$4.47 per day for the use of the unit starting February 6, 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 22, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 23, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 10, 2024, then starting April 11, 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 April 11, 2024.

March 11, 2024
Date Issued

Justin Leung
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 October 11, 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.

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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 31, 2024

Rent Owing To March 31, 2024	\$5,996.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,080.00
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	\$4,102.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 10, 2024

Rent Owing To April 30, 2024	\$6,132.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,080.00
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	\$4,238.00

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

Rent Owing To Hearing Date	\$5,746.35
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,080.00
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	\$3,852.35
Plus daily compensation owing for each day of occupation starting February 6, 2024	\$4.47 (per day)

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