



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

Citation: Grant v Laplante, 2024 ONLTB 16352

Date: 2024-03-07

File Number: LTB-L-057987-23-HR

In the matter of: 515 SECOND ST E
CORNWALL ON K6H1Z4

Between: Lindsay Grant Landlord
Jasmin Pilgrim

And

Amanda Laplante Tenants
John Bazil
Claire Bazil

Lindsay Grant and Jasmin Pilgrim (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Laplante, John Bazil and Claire Bazil (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 20, 2023.

The Landlord, the Landlord's Legal Representative, Lorrie McCulloch and the Tenants, Amanda Laplante and John Bazil attended the hearing. The other named Tenant, Claire Bazil was unable to attend the hearing. Amanda Laplante and John Bazil spoke on behalf of the other named Tenant.

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 \$2,250.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 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 December 31, 2023 are \$23,900.00. The Tenants agree with the rent arrears owing as claimed by the Landlord.
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 \$2,250.00 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 \$68.73 is owing to the Tenant for the period from October 1, 2022 to December 20, 2023.

Section 82

10. The Tenants testified that there was a sewage flood in the basement which caused damage to their personal belongings and there were other maintenance related issues in the unit related to the chimney and flooring throughout.
11. Pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), a Tenant is permitted to raise any issue that could be the subject of an application if the Tenant complies with disclosure requirements or provides an explanation satisfactory to the Board explaining why the Tenant could not comply. Section 82(2) and LTB Rule of Procedure 19.4 requires the Tenant to give at least 7 days advance written notice to the Landlord of the Tenant's intent to raise the issue at the hearing and a copy of the evidence.
12. The Tenant testified that they did not serve a list of section 82 issues on the Landlord or file it with the Board and did not provide any explanation as to why this was not served to the Landlord or filed with the Board at least 7 days before the hearing. As such, I have not considered the Tenant's evidence regarding the maintenance issues in their unit. However, it should be noted that this does not preclude the Tenant from bringing their own application and may wish to contact their local legal clinic to get advice in this regard.

Section 83 considerations

13. 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.
14. The Landlord's Legal Representative sought a standard eviction order. The Landlord's Legal Representative testified that the Landlord has continuously tried to establish a payment plan for the rent arrears owing with no response from the Tenants. The

Landlord's Legal Representative testified that the Tenants have not paid any rent since the filing of the application and the Landlord has suffered considerable financial hardship. The Landlord's Legal Representative testified that the rent arrears are substantial and this is the only rental unit of the Landlord. As a result of the rent not being paid, the Landlord is required to pay the monthly operating costs of \$2,300.00 from his own personal financial resources and has been required to take cash advances from credit cards for this purpose.

15. The Tenants testified that they had withheld paying the rent as they feel the Landlord owes them money for the damage that has been caused to the personal belongings as a result of the sewage flood. The Tenants did not submit any documentary evidence to support their claim and the Tenants testified that they were not aware that they had to submit evidence for the hearing.
16. The Tenants testified as to their monthly household income and expenses. Based on the Tenant's testimony the monthly household expenses exceeds the monthly household income by approximately \$1,500.00. The Tenants testified that their source of income was Ontario Disability Support Payments (ODSP) and Child Tax Benefit. The Tenants testified that their shelter allowance within their ODSP was removed upon being notified that the Tenants were in arrears on their rent.
17. I find that it would be unfair to the Landlord to deny the eviction. The rent arrears are significant, and the Tenants do not have sufficient income to pay the monthly lawful rent in full when it is due and do not have the income to enter a payment plan for the rent arrears owing. Ordering the Tenants to pay money they do not have would set them up for failure and increase the financial prejudice to the Landlord.

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:**
 - \$30,836.00 if the payment is made on or before March 18, 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 18, 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 18, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$20,996.67. 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 \$73.97 per day for the use of the unit starting December 21, 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 18, 2024, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 18, 2024, then starting March 19, 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 19, 2024.

March 7, 2024

Date Issued

Charles Dowdall

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 19, 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 18, 2024

Rent Owing To March 31, 2024	\$30,650.00
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	\$30,836.00

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

Rent Owing To Hearing Date	\$23,129.40
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	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$68.73
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	\$20,996.67
Plus daily compensation owing for each day of occupation starting December 21, 2023	\$73.97 (per day)