



**Order under Section 78(6)
Residential Tenancies Act, 2006**

Citation: George v Esterbrooks, 2024 ONLTB 10955

Date: 2024-02-14

File Number: LTB-L-076486-23

In the matter of: APT C, 178 WILLIAM ST
VICTORIA HARBOUR ON L0K2A0

Between: John George Landlord
Debora George

And

Dennis Esterbrooks Tenant

John George and Debora George (the 'Landlord') applied for an order to terminate the tenancy and evict Dennis Esterbrooks (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on September 11, 2023 with respect to application LTB-L-039821-22.

A hearing was held by videoconference on December 5, 2023 to consider this application.

Only the Landlord's Representative Mr. Cramer attended the hearing.

As of 11:56 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 order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.

2. The breach

I find that the Tenant did not meet the following condition specified in the order:

The Tenant was to pay the lawful rent for September 2023, on or before September 1, 2023. The September rent was paid on 21 September 2023. As a result, there was a breach of the order on September 1, 2023.

3. The application was filed within 30 days of the breach.

4. Arrears owing

The previous application includes a request for an order for the payment of arrears of rent and the order requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.

5. The Tenant was ordered to pay \$5,469.75 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$496.75 and that amount is included in this order. This order replaces order LTB-L-039821-22.

6. Since the date of the previous order, the Tenant has failed to pay the full rent that became owing for the period from August 1, 2023 to December 5, 2023.

7. The rent deposit

The Landlord collected a rent deposit of \$1,050.00 from the Tenant and this deposit is still being held by the Landlord.

8. Interest on the rent deposit is owing to the Tenant for the period from January 1, 2020 to December 5, 2023.

9. The amount of the rent deposit and interest on the rent deposit are applied to the amount the Tenant is required to pay.

10. Daily compensation

The Landlord is entitled to daily compensation from starting December 6, 2023 until the date the Tenant moves out of the unit at a daily rate of \$35.38. This amount is calculated as follows: \$1,076.25 x 12 months, divided by 365 days.

11. Section 83 considerations

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

12. The Tenant did not attend the hearing to seek relief from eviction.

13. The Landlord gave no reason for relief.

14. As a result, no relief is given, as it would be unfair to do so.

It is ordered that:

1. Order LTB-L-039821-22 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 25, 2024.
3. If the unit is not vacated on or before February 25, 2024, then starting February 26, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 February 26, 2024.
5. The Tenant shall pay to the Landlord **\$4,767.92** *. This amount represents the rent owing up to December 5, 2023 and the cost of filing the previous application, less the rent deposit and interest the Landlord owes on the rent deposit.
6. The Tenant shall also pay to the Landlord \$35.38 per day for compensation for the use of the unit starting December 6, 2023 to 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 February 25, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 26, 2024 at 7.00% annually on the balance outstanding.

February 14, 2024

Date Issued

James Campbell
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 of the Tenant expires on August 26, 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.

* Refer to the attached Summary of Calculations Table.

SUMMARY OF CALCULATIONS TABLE

Amount the Tenant must pay the Landlord:

Reason for amount owing	Period	Amount
Amount of arrears owing from previous order	Up to July 31, 2023	\$496.75
New Arrears	from August 1, 2023 to December 5, 2023	\$5,381.25
Less the rent deposit:		-\$1,050.00
Less the interest owing on the rent deposit	January 1, 2020 to December 5, 2023	-\$60.08
Plus daily compensation owing for each day of occupation starting December 6, 2023		\$35.38 (per day)

Total the Tenant must pay the Landlord:	\$4,767.92 + \$35.38 per day starting December 6, 2023
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2024 ONLTB 10955 (CanLII)