



Order under Section 69 Residential Tenancies Act, 2006

Citation: Budunov v Mcbeth, 2024 ONLTB 9419

Date: 2024-02-06

File Number: LTB-L-063604-23

In the matter of: 162 A SINGLETON DR
BELLEVILLE ON K8N5L1

Between: Inesa Budunov Landlord

And

Mandee Mcbeth and Deanna Hynes Tenants

Inesa Budunov (the 'Landlord') applied for an order to terminate the tenancy and evict Mandee Mcbeth and Deanna Hynes (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on January 8, 2024.

The Landlord, the Landlord's daughter, Rosalia Osaduchyi and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,510.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.52. This amount is calculated as follows: \$2,510.00 x 12, divided by 365 days.
5. The Tenants have paid \$5,600.00 to the Landlord since the application was filed.

6. The rent arrears owing to January 31, 2024 are \$11,250.00. The Tenants do not dispute the arrears owing to the Landlord.
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.

Relief from eviction

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 March 31, 2024 pursuant to subsection 83(1)(b) of the Act.
10. The Landlord testified that they attempted to communicate with the Tenants regarding a repayment plan in August 2023 and every month up until the hearing date. The Landlord received no response from the Tenants. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant in accordance with section 83(6) of the Act.
11. The Landlord sought a 'standard' eviction order based on the amount of the arrears. The arrears were described as substantial with no payments made by the Tenants since the application was filed.
12. The Tenants wants to preserve the tenancy and avoid eviction as she is a single mother of three (3) children. The Tenant proposed a repayment plan where she would pay the total amount owing to the Landlord with her back child support payment totaling approximately \$20,000.00 which is due and owing by March 27, 2024. The Tenant did not bring any evidence to this payment. The Tenant admitted her monthly income only covers her monthly expenses which is approximately \$1,823.00. Her income consists of her employment from three (3) different jobs, child support and child tax benefits. Her income is roughly of \$2,000.00-4,000.00 per month.
13. The Tenant testified that she was behind she was in a domestic dispute in her previous residence. She was trying to make ends meet and provide a home for her children. She has done everything to reduce her expenses so that she can pay the rent and arrears to the Landlord. She is a single mom of three (3) children.
14. The Tenant's limited income and unsubstantiated support from her family toward the arrears suggests that this tenancy is not viable. The Tenant is heavily reliant on outside sources to financially support this tenancy. Her suggested payment plan may make the Landlord whole

by March 31, 2024 but there is no guarantee of this. In addition, the Tenant did not provide any witnesses to testify that they would be assisting her paying the rent and arrears.

15. I find a delay of eviction to March 31, 2024 to be reasonable and fair in the circumstances so the Tenant can arrange her affairs and move or pay off the arrears and void the eviction order if she is able.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord:**
 - \$14,446.00 if the payment is made on or before February 29, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,956.00 if the payment is made on or before March 31, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after March 31, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2024**
 5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$10,086.16. 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 Tenants shall also pay the Landlord compensation of \$82.52 per day for the use of the unit starting January 9, 2024 until the date the Tenants moves out of the unit.
 7. If the Tenants does not pay the Landlord the full amount owing on or before February 17, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 18, 2024 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 31, 2024, then starting April 1, 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 1, 2024.

February 6, 2024

Date Issued

Camille Clyne

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 1, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 29, 2024

| | |
|---|--------------------|
| Rent Owing To February 29, 2024 | \$19,860.00 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$5,600.00 |
| Total the Tenants must pay to continue the tenancy | \$14,446.00 |

B. Amount the Tenants 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 | \$22,370.00 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$5,600.00 |
| Total the Tenants must pay to continue the tenancy | \$16,956.00 |

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

| | |
|---|--------------|
| Rent Owing To Hearing Date | \$15,500.16 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$5,600.00 |
| 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 |
| Total amount owing to the Landlord | \$10,086.16 |
| Plus daily compensation owing for each day of occupation starting January 9, 2024 | \$82.52 (per day) |