



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

**Citation:** PERTH PROPERTIES LTD v Longmire, 2024 ONLTB 2933

**Date:** 2024-01-05

**File Number:** LTB-L-053940-23

**In the matter of:** 210, 197 WILLOW  
STRATFORD ON N5A6X6

**Between:** PERTH PROPERTIES LTD.

Landlord

**And**

Kristy Longmire

Tenant

PERTH PROPERTIES LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Kristy Longmire (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 Agent, J. Fisher 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 \$1,176.65. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.68. This amount is calculated as follows: \$1,176.65 x 12, divided by 365 days.
5. The Tenant has paid \$800.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2023 are \$8,598.72. This is not disputed by the Tenant.
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 \$1,125.00 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 \$50.10 is owing to the Tenant for the period from September 1, 2021 to December 19, 2023.

Relief from eviction

10. The Tenant testified that her partner left in May 2023, and her partner contributed to half the rent. She lost her part time job in August, and just received her first payment from unemployment insurance a couple of weeks previous to the hearing. The Tenant testified that she receives approximately \$952.00 a month from EI. She testified that she moved in a roommate to assist with the rent, and that her mom has offered to assist with the arrears.
11. The Tenant suggested paying the arrears at a rate of \$500.00 a month for approximately 18 months. In the alternative, the Tenant is requesting until the end of February to vacate the unit.
12. The Landlord is requesting a standard order.
13. Based on the evidence before me, it does not appear that the Tenant can afford the payment plan that she is suggesting based on her monthly income and her expenses. Even with the assistance of her roommate, her income does not support the rent plus the payment towards the arrears, not considering any other monthly expenses, such as groceries. It is not reasonable to order a payment that the Tenant cannot afford. As such, I find that it is appropriate in the circumstances to delay the eviction until January 31, 2024 in order to give the Tenant some time to find a new place to live, or to pay the arrears.
14. 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 January 31, 2024 pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$9,961.37 if the payment is made on or before January 31, 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 January 31, 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 January 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,167.89. 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 \$38.68 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 January 16, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 17, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2024, then starting February 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 February 1, 2024.

**January 5, 2024**  
**Date Issued**

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Emily Robb  
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 August 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2024**

Rent Owing To January 31, 2024	\$10,575.37
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	- \$800.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$9,961.37</b>

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

Rent Owing To Hearing Date	\$8,956.99
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	- \$800.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,125.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$50.10
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$7,167.89</b>
Plus daily compensation owing for each day of occupation starting December 20, 2023	\$38.68 (per day)

