



Order under Section 69 Residential Tenancies Act, 2006

Citation: PARKWOODS MANAGEMENT v Thurston, 2023 ONLTB 81982

Date: 2023-12-22

File Number: LTB-L-045759-23

In the matter of: 211, 2275 VICTORIA PARK AVE
SCARBOROUGH ON M1R1W4

Between: PARKWOODS MANAGEMENT Landlord

And

Walter Thurston Tenants
Tracy Thompson

PARKWOODS MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict Walter Thurston and Tracy Thompson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 5, 2023.

The Landlord's Legal Representative, Richard Hissey, and the occupant, Keri Becks, attended the hearing.

Determinations:

1. This matter was first heard by me on November 7, 2023 where the parties sought to enter into a payment plan agreement but Keri Becks ("KB") was not identified as a tenant and no agency authority was submitted to the Board for her to appear.
2. The Tenants were ordered (LTB-L-045759-23-IN, the 'Interim Order') to attend the hearing to address the terms of the proposed consent order or provide a copy of an authorization letter to the Board and to the Landlord indicating KB can enter into the agreement on their behalf; or provide a copy of a letter consenting to amend the application and list KB as a tenant.
3. On December 4, 2023, a letter was uploaded to the Tribunals Ontario Portal which indicated the Tenants authorize KB to reside at the unit until further notice. The letter

seemed to be signed by the Tenants. The letter did not address either condition in the Interim Order, or paragraph 2 of this order.

4. When asked if the Tenants could call in to the hearing to speak to the issue, KB said there was no way for her to contact them. I am not satisfied that the Tenant has authorized KB to enter into a consent order on the Tenant's behalf or that KB is a Tenant themselves. Therefore, I proceeded with the matter as uncontested.
5. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$1,331.55. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$43.78. This amount is calculated as follows: $\$1,331.55 \times 12$, divided by 365 days.
9. The Tenant has paid \$3,950.00 to the Landlord since the application was filed.
10. The rent arrears owing to December 31, 2023 are \$6,221.23.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,299.07 from the Tenants 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.
13. Interest on the rent deposit, in the amount of \$54.63 is owing to the Tenant for the period from April 1, 2022 to December 5, 2023.
14. The Landlord's representative sought an order terminating the tenancy effective January 31, 2023 given the holiday season and the Landlord holding a rent deposit in the amount of one month rent.
15. 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,407.23 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,738.78 if the payment is made on or before January 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 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 31, 2024**
- 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$3,940.88. 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 Tenants shall also pay the Landlord compensation of \$43.78 per day for the use of the unit starting December 6, 2023 until the date the Tenant moves out of the unit.
- 7. If the Tenants do not pay the Landlord the full amount owing on or before January 2, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 3, 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.

2023 ONL TB 81982 (CanLI)

December 22, 2023

Date Issued

Elena Jacob

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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2023

Rent Owing To December 31, 2023	\$10,171.23
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,950.00
Total the Tenant must pay to continue the tenancy	\$6,407.23

B. Amount the Tenants 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	\$11,502.78
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,950.00
Total the Tenant must pay to continue the tenancy	\$7,738.78

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

Rent Owing To Hearing Date	\$9,058.58
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,950.00
Less the amount of the last month's rent deposit	- \$1,299.07
Less the amount of the interest on the last month's rent deposit	- \$54.63
Total amount owing to the Landlord	\$3,940.88
Plus daily compensation owing for each day of occupation starting December 6, 2023	\$43.78 (per day)