



Order under Section 69 Residential Tenancies Act, 2006

Citation: AMH Pool LP v Rodas, 2023 ONLTB 81036

Date: 2023-12-14

File Number: LTB-L-055058-23

In the matter of: 10, 3061 SIR JOHN'S HOMESTEAD
MISSISSAUGA ON L5L3H9

Between: AMH Pool LP Landlord

and

Juan Manuel Rodas
Luz Lopez Tenants

AMH Pool LP (the 'Landlord') applied for an order to terminate the tenancy and evict Juan Manuel Rodas and Luz Lopez (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 6, 2023.

Only the Landlord's Legal Representative, Laura Groshok, attended the hearing.

As of 1:31pm, the Tenants were 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:

Preliminary Issue - Bias

1. At the hearing, I indicated to the Landlord's Legal Representative that we have met on two occasions previously. Although we worked for the same employer, her employment ended before mine began, and we had no overlap. In early 2022, I had a brief interaction with the Landlord's Legal Representative at that employer's office. I then saw her approximately two months later at a charitable event where we briefly exchanged pleasantries. I have had no interaction with her since that time. We are acquaintances and do not have a friendship.
2. The Landlord's Legal Representative consented to me hearing the matter and submitted that she is of the belief that our limited past interactions would not give rise to a reasonable apprehension of bias or otherwise impact my impartiality.

3. After considering the matter, I decided to proceed. In my view, I do not believe that an informed and reasonable person, viewing the matter realistically and practically, and having thought the matter through, would conclude that it is more likely than not that I could not decide this matter as a result of the two limited interactions that I had with the Landlord's legal representative. As a result, I proceeded to hear the matter.

N4 Notice

4. 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$2,125.85. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$69.89. This amount is calculated as follows: \$2,125.85 x 12, divided by 365 days.
8. The Tenants have paid \$12,548.00 to the Landlord since the application was filed.
9. The rent arrears owing to December 31, 2023 are \$103.40.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,024.00 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.
12. Interest on the rent deposit, in the amount of \$88.34 is owing to the Tenants for the period from September 1, 2021 to December 6, 2023.

Section 83

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord attempted to negotiate a repayment plan with the Tenants, 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.
14. The Tenants have made significant payments towards the rent and arrears since the application was filed and the arrears have reduced significantly. The eviction is being postponed to provide the Tenants the opportunity to void the order or find new living arrangements. Considering all of the above, it would be fair to postpone the eviction until January 31, 2024 and it would be unfair to postpone the eviction further.

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:**
- **\$289.40** if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- **\$2,415.25** 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 Tenants have 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 Tenants 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. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$3,529.45. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants **\$69.89** per day for compensation for the use of the unit starting December 7, 2023 until the date the Tenants moves out of the unit.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
7. 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.
8. 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.

December 14, 2023

Date Issued

Candace Aboussafy

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	\$12,651.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$12,548.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$289.40

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	\$14,777.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$12,548.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$2,415.25

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

Rent Owing to Hearing Date	\$10,944.89
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$12,548.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,024.00
Less the amount of the interest on the last month's rent deposit	- \$88.34
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$(3,529.45)
Plus daily compensation owing for each day of occupation starting December 7, 2023	\$69.89 (per day)

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