



Order under Section 69 Residential Tenancies Act, 2006

Citation: Danton Place Apartments c/o Gossner & Hornar Management Ltd v Remy, 2023
ONLTB 79742
Date: 2023-12-08
File Number: LTB-L-008439-23

In the matter of: 512, 1299 DANFORTH RD
SCARBOROUGH ON M1J1G6

Between: Danton Place Apartments c/o Gossner & Hornar Management Ltd Landlord

And

Chris Remy and Breann Lee Tenants

Danton Place Apartments c/o Gossner & Hornar Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Remy and Breann Lee (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on June 19, 2023.

The Landlord's representative Debbesha Morris and the Tenant Chris Remy attended the hearing.

As of 4: 46 p.m., the Tenant Chris Remy was present in the hearing room but unresponsive at the time of the hearing. The Tenant was properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing and at one point were present and speaking in the hearing block.

The Tenant, Chris Remy signed into the hearing room via telephone and spoke with Tenant Duty Counsel to get legal advice. As the Tenant's presence was in the hearing room his microphone was on mute at the time his matter was called. A prompt was sent to unmute his microphone, the Tenant Chris Remy, was also informed to call back into the hearing room, the Tenant did not hang up and call back in. During the pre-ample when the Tenant was signed in, it was advised to all parties the hearing block would go until 5:00 p.m.

The other Tenant Breann Lee was never present nor attempted to sign in at any point during the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,639.44. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.90. This amount is calculated as follows: \$1,639.44 x 12, divided by 365 days.
5. The Tenants have paid \$2,450.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$10,424.96.
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 \$1,620.00 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.
9. Interest on the rent deposit, in the amount of \$48.51 is owing to the Tenants for the period from October 1, 2021 to June 19, 2023.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants. Although the Tenant was unresponsive in the hearing, the Landlord's representative acknowledged to use my discretion to extend a standard order as the one Tenant was present and responsive at a point in the hearing block. A significant amount of time has passed since the hearing date and the Tenants have now had ample amount of time to make the rental arrears whole by having paid all rental arrears in full, either by full or partial payments since the hearing date. Under all these circumstances, I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**

- \$20,447.60 if the payment is made on or before December 19, 2023. 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 December 19, 2023 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 December 19, 2023**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,327.11. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$53.90 per day for the use of the unit starting June 20, 2023 until the date the Tenants moves out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before December 19, 2023, the Tenants will start to owe interest. This will be simple interest calculated from December 20, 2023 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before December 19, 2023, then starting December 20, 2023, 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 December 20, 2023.

December 8, 2023

Date Issued

André-Paul Baillargeon-Smith

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 June 20, 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 19, 2023

Rent Owing To December 31, 2023	\$22,711.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,450.00
Less the amount the Tenants paid since the hearing date	- \$unknown
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$20,447.60

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

Rent Owing To Hearing Date	\$12,259.62
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,450.00
Less the amount the Tenants paid since the hearing date	- \$unknown
Less the amount of the last month's rent deposit	- \$1,620.00
Less the amount of the interest on the last month's rent deposit	- \$48.51
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$8,327.11
Plus daily compensation owing for each day of occupation starting June 20, 2023	\$53.90 (per day)