



Order under Section 69 Residential Tenancies Act, 2006

Citation: Havcare Investments Inc v Goddard, 2023 ONLTB 76758

Date: 2023-12-01

File Number: LTB-L-051410-23

In the matter of: 615, 500 DAWES RD
Toronto ON M4B2G1

Between: Havcare Investments Inc Landlord

And

Jannai Goddard Tenant

Havcare Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jannai Goddard (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on November 9, 2023.

The Landlord Carolyn Krebs 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 \$1,537.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.55. This amount is calculated as follows: $\$1,537.50 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$12,610.25.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$7.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of \$1,537.50 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.
10. Interest on the rent deposit, in the amount of \$14.01 is owing to the Tenant for the period from June 30, 2023 to November 9, 2023.
11. 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 December 31, 2023 pursuant to subsection 83(1)(b) of the Act.
12. The Landlord testified that she has made several attempts to speak to the Tenant but the Tenant never responded to any of the attempts. She has knocked on the door and she has been told by the Tenant's boyfriend that she is unavailable. She still left her and the superintendent's numbers. The Tenant has never tried to reach the Landlord. The Landlord also testified to the difficulties the Landlord faces when a Tenant does not pay rent for such a long time.
13. The Tenant testified that she has not been able to pay rent due to her work situation. She is a carpenter, and she has had some good weeks and some bad weeks. She has been dealing with alcoholism which resulted in losing her job. She has struggled to get rent money. She has applied to ODSP and is expecting a back payment. Her partner has moved in and will be helping her get a job and with the rent money. She also offered to pay additional \$500.00 on top of rent to pay towards arrears.
14. Based on the testimony from both parties, I find that the Tenant is unable to afford the rent currently. she has not made a single rent payment since the application was filed and it does not seem that her financial situation will improve much in the near future. I do not find the payment plan proposed by the Tenant is feasible. The Tenant presented no proof of her ODSP application or her partner willing to help her. The rent arrears are growing, and it would be highly prejudicial to the Landlord to delay the eviction beyond December 31, 2023.

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:**
 - \$12,823.25 if the payment is made on or before November 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,360.75 if the payment is made on or before December 31, 2023. 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 December 31, 2023 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 December 31, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,189.19. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$50.55 per day for the use of the unit starting November 10, 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 December 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 31, 2023, then starting January 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 January 1, 2024.

December 1, 2023
Date Issued

Sheena Brar
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 6, 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 December 31, 2023

Rent Owing To December 31, 2023	\$14,147.75
Application Filing Fee	\$186.00
NSF Charges	\$27.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$14,360.75

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

Rent Owing To Hearing Date	\$11,527.70
Application Filing Fee	\$186.00
NSF Charges	\$27.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,537.50
Less the amount of the interest on the last month's rent deposit	- \$14.01
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$10,189.19
Plus daily compensation owing for each day of occupation starting November 10, 2023	\$50.55 (per day)