



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: Gosford Property Management Inc. v Williams, 2023 ONLTB 76989

Date: 2023-11-28

File Number: LTB-L-074144-23

In the matter of: 8, 79 GOSFORD BLVD
NORTH YORK ON M3N2G9

Between: Gosford Property Management Inc. Landlord

And

Ren-i Williams Tenant

Gosford Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ren-i Williams (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on July 28, 2023 with respect to application LTB-L-025249-23.

A hearing was held by videoconference on November 15, 2023 to consider this application.

The Landlord's agent Tais Jacques and the Tenant attended the hearing.

The Tenant spoke with Tenant Duty Counsel.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.
2. The Landlord filed the L4 application on September 20, 2023. The matter was directed to hearing to determine the status of the last month rent deposit as it was unclear in the Landlord's application.
3. It was the position of the Landlord that a clerical error was made in the L4 application and sought to amend the application to show the last month rent deposit was collected August 4, 2015. The Landlord holds the amount of \$2055.04 with interest paid to January 31, 2023. The Tenant did not dispute this and the application is amended accordingly.

The Breach

4. On the date of the hearing the Tenant did not dispute the breach that gave rise to the L4 application. The Tenant failed to pay rent on or before September 1, 2023.

5. The application was filed within 30 days of the breach.

Arrears Owing

6. The previous application includes a request for an order for the payment of arrears of rent and the order requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.
7. The Tenant was ordered to pay \$7,977.70 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$6,977.70 and that amount is included in this order. This order replaces order LTB-L-025249-23.
8. Since the date of the previous order has, the Tenant has failed to pay the full rent that became owing for the period from September 1, 2023 to November 15, 2023.

The Rent Deposit

9. The Landlord collected a rent deposit of \$2,055.04 from the Tenant and this deposit is still being held by the Landlord.
10. Interest on the rent deposit is owing to the Tenant for the period from February 1, 2023 to November 15, 2023.
11. The amount of the rent deposit and interest on the rent deposit are applied to the amount the Tenant is required to pay.

Daily Compensation

12. The Landlord is entitled to daily compensation from starting November 16, 2023 until the date the Tenant moves out of the unit at a daily rate of \$67.56. This amount is calculated as follows: \$2,055.04 x 12 months, divided by 365 days.

Relief From Eviction

13. 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 15, 2023 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant said that he now has a new job and 2 roommates who contribute to the rent. He believes that he can meet his rent and arrears obligations. However, at the hearing, I conducted a very detailed financial analysis and find the Tenant, even with the support from roommates, is not able to pay the rent and arrears in a reasonable timeframe. I do not find this is a viable tenancy. I considered that this tenancy began in 2015, the Tenant's personal circumstances and efforts made to find alternative housing.

15. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The order LTB-L-025249-23 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 15, 2023.
3. If the unit is not vacated on or before December 15, 2023, then starting December 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 16, 2023.
5. The Tenant shall pay to the Landlord \$6,190.64*. This amount represents the rent owing up to November 15, 2023 and the cost of filing the previous application, less the rent deposit and interest the Landlord owes on the rent deposit.
6. The Tenant shall also pay to the Landlord \$67.56 per day for compensation for the use of the unit starting November 16, 2023 to 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 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 16, 2023 at 7.00% annually on the balance outstanding.

November 28, 2023
Date Issued

Dana Wren
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 of the Tenant expires on June 16, 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.

* Refer to the attached Summary of Calculations Table.

SUMMARY OF CALCULATIONS TABLE**Amount the Tenant must pay the Landlord:**

Reason for amount owing	Period	Amount
Amount of arrears owing from previous order	Up to July 31, 2023	\$6,977.70
New Arrears	from August 1, 2023 to November 15, 2023	\$1,308.52
Less the rent deposit:		-\$2,055.04
Less the interest owing on the rent deposit	February 1, 2023 to November 15, 2023	-\$40.54
Plus daily compensation owing for each day of occupation starting November 16, 2023		\$67.56 (per day)
Total the Tenant must pay the Landlord:	\$6,190.64 + \$67.56 per day starting November 16, 2023	

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