



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** United Counties of Leeds and Grenville v Smith, 2023 ONLTB 75919

**Date:** 2023-11-21

**File Number:** LTB-L-035203-23

**In the matter of:** 532 Fort Town Drive  
Prescott ON K0E1T0

**Between:** United Counties of Leeds and Grenville Landlord

**And**  
Tenant Taniaka Smith Tenant

United Counties of Leeds and Grenville (the 'Landlord') applied for an order to terminate the tenancy and evict Taniaka Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 24, 2023 and November 10, 2023.

The Landlord's agent, Tiffany McNeilly, and the Tenant attended the hearing on October 24, 2023.

Only the Landlord's agent, Tiffany McNeilly, attended the hearing on November 10, 2023. As of 9:15 AM, the Tenant was 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:**

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 \$1,103.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.26. This amount is calculated as follows: \$1,103.00 x 12, divided by 365 days.

5. The Tenant has paid \$4,092.15 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$12,343.85.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

*Section 83 Considerations*

9. This application commenced on October 24, 2023 and was adjourned to November 10, 2023 in order for the Landlord to provide a complete account statement to both the Tenant and the Board. At the October 24, 2023 hearing date the Tenant believed the arrears calculated by the Landlord were incorrect and that a payment from Ontario Works (OW) had not been applied. The Landlord's agent testified the payment was applied to the most outstanding balance and this was the reason for the Tenant's confusion. The matter was adjourned to allow all parties to review additional documents to be provided by the Landlord. Having reviewed the Landlord's submitted account statement, we are satisfied the Tenant's payments have been properly applied.
10. The Landlord's agent was unaware of why the Tenant was not present for the recommencement of the hearing on November 10, 2023. The Tenant was present at the October 24, 2023 hearing date and at that time, confirmed her availability for the November 10, 2023 hearing date. Ms. McNeilly also stated she handed the account statement to the Tenant personally on October 26, 2023, and placed the notice of hearing in the Tenant's mailbox on November 7, 2023.
11. Ms. McNeilly testified that the Tenant has lived in two different rental units within the residential complex and in her present unit for 10 years. Ms. McNeilly stated the arrears on the present application have been accruing for some time and are now substantial. The Landlord has made multiple attempts to negotiate a payment plan with the Tenant, but the Tenant remains non-responsive.
12. At the October 24, 2023 hearing, the Tenant stated she receives OW and has 5 children. As the Tenant was not present for the recommencement of the hearing on November 10, 2023, we were not presented with any further circumstances.
13. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including but not limited to the length of tenancy and the Tenant's family circumstances 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 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:**

- \$12,529.85 if the payment is made on or before November 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$13,632.85 if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$14,735.85 if the payment is made on or before January 31, 2024. 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 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 Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 31, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,789.45. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$36.26 per day for the use of the unit starting November 11, 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 2, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 3, 2023 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.

**November 21, 2023**  
**Date Issued**

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Peter Nicholson  
Member, Landlord and Tenant Board

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Melissa Anjema  
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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2023**

Rent Owing To November 30, 2023	\$16,436.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,092.15
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,529.85</b>

**B. 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	\$17,539.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,092.15
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$13,632.85</b>

**C. Amount the Tenant 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	\$18,642.00
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Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,092.15
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$14,735.85</b>

**D. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$15,695.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,092.15
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$11,789.45</b>
Plus daily compensation owing for each day of occupation starting November 11, 2023	\$36.26 (per day)