



Order under Section 69 Residential Tenancies Act, 2006

Citation: High Value Consultants Limited v Moses, 2023 ONLTB 75328

Date: 2023-11-15

File Number: LTB-L-041465-23

In the matter of: 15-172 Vaughn Road
Toronto, ON M6C 2M3

Between: High Value Consultants Limited Landlord

And

Lovetha Hagar Moses Tenant

High Value Consultants Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Lovetha Hagar Moses (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 11, 2023.

The Landlord's Legal Representative Allison Francis Simms, the Landlord's agents Svetlana Kasabova and Natalie Hernich 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 \$1,307.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.98. This amount is calculated as follows: \$1,307.40 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2023 are \$15,489.19.

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 \$1,265.00 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.
9. Interest on the rent deposit, in the amount of \$24.61 is owing to the Tenant for the period from January 1, 2023 to October 11, 2023.

Section 83 Considerations

10. The Tenant acknowledged the arrears and testified that in October of 2022 she had a health scare whereby she had been required to stop working.
11. The Tenant testified that she had had surgery on May 24, 2023 and had been in the hospital until June. The Tenant testified that she was scheduled for another surgery on October 20, 2023.
12. The Tenant is currently unemployed and testified that she plans on going back to work in December when she feels she would be cleared by her doctor to do so.
13. The Landlord's Legal Representative submitted that the Tenant has not made a rent payment since December of 2022 and that the Landlord had provided various resources to the Tenant to try to assist her in obtaining income.
14. The Tenant refused the Landlord's help, testifying that she wanted to do something different. That said, the Tenant has no income, no employment, and never made any reasonable efforts to try to pay her arrears or rent since December of 2022.
15. As such, the tenancy will be terminated but in light of the Tenant's upcoming surgery and recovery, the Tenant will have until December 31, 2023 to either void the order or vacate the unit.
16. 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.

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:**
 - \$16,982.59 if the payment is made on or before November 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,289.99 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 \$13,550.96. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$42.98 per day for the use of the unit starting October 12, 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 November 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 27, 2023 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.

November 15, 2023

Date Issued

Jagger Benham

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 July 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	\$16,796.59
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,982.59

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	\$18,103.99
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,289.99

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

Rent Owing To Hearing Date	\$14,654.57
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,265.00
Less the amount of the interest on the last month's rent deposit	- \$24.61
Total amount owing to the Landlord	\$13,550.96
Plus daily compensation owing for each day of occupation starting October 12, 2023	\$42.98 (per day)