



Order under Section 69 Residential Tenancies Act, 2006

Citation: Anand v Auger, 2023 ONLTB 74742

Date: 2023-11-09

File Number: LTB-L-042391-23

In the matter of: 6 Hitching Post
Keswick, ON L4P 0H9

Between: Jasmeet Anand Landlord

And

Jocelynn Mackenzie Auger Tenants
Victoria Lynne Beer Sebastian
Michel Auger
Michael Joseph Young

Jasmeet Anand (the 'Landlord') applied for an order to terminate the tenancy and evict Jocelynn Mackenzie Auger, Victoria, Lynne Beer, Sebastian Michel Auger and Michael Joseph Young (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 12, 2023.

The Landlord and the Tenant Jocelynn Mackenzie Auger attended the hearing.

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 \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2023 are \$20,000.00.

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 82 & 83 Considerations

9. The Tenants sought to raise her own issues as contemplated under s. 82 of the *Residential Tenancies Act, 2006* (the 'Act') however, the Tenant's list of issues was not served upon the Landlord in advance of the hearing and as such, those issues were not heard.
10. That said, the Tenant testified that she paid a \$600.00 pet deposit at the commencement of the tenancy and the Landlord agreed to subtract that amount from the total amount owing.
11. The Tenant testified that she had issues keeping up with her rent due to an abusive relationship which resulted in her not being able to work for some time. The Tenant testified that she went back to work in July however, she was unable to pay any rent to the Landlord as she had an issue with her car that she needed to pay for.
12. The Tenant proposed a payment plan whereby she would be willing to pay an additional \$1,500.00 per month in addition to the regular rent until the arrears are paid in full. The Tenant testified that she is a bar manager. The Tenant also proposed having her new boyfriend move in with her as well.
13. The Landlord testified that he had not received a payment from the Tenant since March of 2023 and that the Tenant had been ignoring him for some time regarding the arrears. The Tenant testified that she felt the issue was private and didn't want to talk about the issue with the Landlord.
14. Having reviewed the evidence of both parties, on a balance of probabilities I am not satisfied that the Tenant's proposed payment plan is viable. The Tenant had not made any payments to the Landlord since March despite having been employed as of July. Further, the Tenant seemed fit to leave the Landlord in the dark regarding her lack of payments.
15. That said, the Tenant is pregnant and has dealt with personal issues this year and as such, the termination of the tenancy will be postponed until December 31, 2023.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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 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:**
 - \$22,586.00 if the payment is made on or before November 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$25,586.00 if the payment is made on or before December 31, 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 have 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 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 31, 2023.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$17,769.56. 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 Tenants shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting October 13, 2023 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before November 20, 2023, the Tenants will start to owe interest. This will be simple interest calculated from November 21, 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 9, 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 Tenants 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	\$23,000.00
Application Filing Fee	\$186.00
Less the amount of the credit that the Tenants are entitled to	- \$600.00
Total the Tenants must pay to continue the tenancy	\$22,586.00

B. Amount the Tenants 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	\$26,000.00
Application Filing Fee	\$186.00
Less the amount of the credit that the Tenants are entitled to	- \$600.00
Total the Tenants must pay to continue the tenancy	\$25,586.00

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

Rent Owing To Hearing Date	\$18,183.56
Application Filing Fee	\$186.00
Less the amount of the credit that the Tenants are entitled to	- \$600.00
Total amount owing to the Landlord	\$17,769.56
Plus daily compensation owing for each day of occupation starting October 13, 2023	\$98.63 (per day)