



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

Citation: Buchan v Richard, 2023 ONLTB 72859

Date: 2023-11-07

File Number: LTB-L-028493-23

In the matter of: 05, 1099 WESTON RD YORK
ON M6N3S3

Between: Toan Buchan Landlord

And

Steffon Richard Tenant

Toan Buchan (the 'Landlord') applied for an order to terminate the tenancy and evict Steffon Richard (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 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 \$1,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,700.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2023 are \$10,300.00. The Tenant agreed with the amount owing.
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 \$1,350.00 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 \$65.11 is owing to the Tenant for the period from May 1, 2021 to October 11, 2023.

Relief from Eviction:

10. The Landlord did not have any circumstances to raise with respect to section 83 of the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant indicated that the arrears began to accumulate after he lost his job in January of 2023 and that he did not feel he could presently afford to pay rent. The Tenant indicated that he would like to move out of the unit and have until November 30, 2023 to vacate after which he intended to repay the Landlord. After making this statement the parties agreed that they would like to mutually terminate the tenancy effective November 30, 2023, as the Tenant planned to move out by that date. The Tenant understood that this would mean that the Court Enforcement Office (Sheriff) would be able to give the Landlord vacant possession of the unit on or after December 1, 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 November 30, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant effective November 30, 2023.
2. The Tenant must move out of the unit on or before November 30, 2023.
3. The Tenant shall pay to the Landlord \$8,209.07. 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.
4. The Tenant shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting October 12, 2023 until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2023 at 7.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 30, 2023, then starting December 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

7. 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 1, 2023.

November 7, 2023

Date Issued

Madeline Ntoukas

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 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 as the tenancy is terminated

Rent Owing To Hearing Date	\$12,138.18
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,700.00
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	- \$1,350.00
Less the amount of the interest on the last month's rent deposit	- \$65.11
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	\$8,209.07
Plus daily compensation owing for each day of occupation starting October 12, 2023	\$44.38 (per day)

