



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

**Citation:** jmoak v Corkum, 2023 ONLTB 70545

**Date:** 2023-10-25

**File Number:** LTB-L-037536-22

**In the matter of:** 1408, 399 MARKHAM RD  
SCARBOROUGH ON M1J3C9

**Between:** 1815212 ONTARIO INC Landlord

**And**

Kristen Corkum Tenant

1815212 ONTARIO INC (the 'Landlord') applied for an order to terminate the tenancy and evict Kristen Corkum (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 19, 2023.

The Landlord's Representative, J. Moak and the Tenant attended the hearing. Lawrence Smither, Property Manager attended as witness for the Landlord.

Preliminary Issue:

1. On February 8, 2023, the Board issued an interim order LTB-L-037536-22 requiring the Tenant to make rent payments to the Board in trust and to provide the Board and the Landlord with a list of maintenance issues she intended to raise under section 82 of the Act.
2. The Tenant has not made any payments to the Board in trust and has not provided a list of issues she intended to raise under section 82 of the Act in advance of the hearing either to the Board or to the Landlord. Since the Tenant has not complied with the interim order and section 82 requirements of advance disclosure, the Board has no jurisdiction to consider the Tenant's issues. The Tenant may consider filing her own application if she has enough evidence to support her claims.

**Determinations:**

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,846.25. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$60.70. This amount is calculated as follows:  $\$1,846.25 \times 12$ , divided by 365 days.
7. The Tenant has paid \$10,800.00 to the Landlord since the application was filed. Although the Tenant stated she's paid the Landlord cash and hasn't complied with the Board's interim order dated February 8, 2023, the Tenant provided no proof of cash payments that she allegedly paid. The Tenant was given a copy of the Landlord's detailed ledger. The Tenant referred to payments of over \$4000.00 and two \$600.00 payments which were reflected on the Landlord's ledger and the LTB L1/L9 Update Form but she provided no proof to contradict the information on the Landlord's ledger. She also failed to provide any dates or details of about when the alleged rent payments were made or name the person she paid.
8. The rent arrears owing to September 30, 2023 are \$17,675.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,750.00 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.
11. The Tenant stated the tenancy started in February 2021 however the written tenancy agreement indicates the tenancy started February 1, 2022. The Tenant denied that it was her signature on the tenancy agreement. The Tenant was informed about the Housing Enforcement Unit if she believes the Landlord filed a false and misleading document. The Tenant later conceded that the tenancy started February 1 2022 because it was three months after her child was born (December 2021) when the tenancy started.
12. Interest on the rent deposit, in the amount of \$71.44 is owing to the Tenant for the period from February 1, 2022 to September 19, 2023.
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 November 5, 2023 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant stated she was preparing to move out, however she needs additional time to vacate because she's eight months pregnant and has three children. The Landlord was willing to delay eviction to October 31, 2023 because a last month rent deposit is held.

15. Although an oral ruling was made extending the termination date to October 31, 2023, given the issuance date of this order, the termination date is extended to November 5, 2023 which is 11 days from the date of this order.

**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:**
  - \$19,707.25 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$21,553.50 if the payment is made on or before November 5, 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 November 5, 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 November 5, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,193.31. 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 \$60.70 per day for the use of the unit starting September 20, 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 5, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 6, 2023 at 7.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before November 5, 2023, then starting November 6, 2023, 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 November 6, 2023.

**October 25, 2023**

**Date Issued**

Sandra Macchione

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 May 6, 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 October 31, 2023**

Rent Owing To October 31, 2023	\$30,321.25
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	- \$10,800.00
<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>\$19,707.25</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 5, 2023**

Rent Owing To November 30, 2023	\$32,167.50
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	- \$10,800.00
<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

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<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,553.50</b>
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**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$26,628.75
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	- \$10,800.00
<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	- \$1,750.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$71.44
<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>\$14,193.31</b>
Plus daily compensation owing for each day of occupation starting September 20, 2023	\$60.70 (per day)