



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Taylor v Burton, 2023 ONLTB 70035

**Date:** 2023-10-23

**File Number:** LTB-L-027831-23

**In the matter of:** LOWER UNIT - WEST ENTRY, 103  
ELLIOTT ST  
CAMBRIDGE ON N1R2J9

**Between:** Patrick "Pat" Taylor Landlord

**And**

Michael Burton Tenant

Patrick "Pat" Taylor (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Burton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 1, 2023.

The Landlord and the Tenant attended the hearing. The Landlord's Representative, Frank Alfano, also 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 \$950.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$31.23. This amount is calculated as follows: \$950.00 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 August 31, 2023 are \$7,500.00.
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.
9. The Tenant stated that he has not paid rent for a few reasons. Firstly, the Tenant stated that he traveled with a large sum of money, and it was stolen. Secondly, the Tenant was injured and was out of work for a while.

10. The Tenant stated that he does not qualify for EI, Ontario Works or any other similar government program. The Tenant states that he has been scraping by for the last 6-7 months trying to make ends meet.
11. The Tenant stated that he was returning to work full time on Monday, August 7, 2023. The Tenant stated that his intention was to use the income from work to pay the arrears in rent. The Tenant stated that he could do this because he lives alone and does not have a lot of expenses.
12. The Landlord's Representative stated that the Tenant has made no attempts to pay arrears since the application was filed.
13. The Landlord is a small landlord. He is a retiree with a fixed income, which comes from this rental property. The Tenant's failure to pay rent is impacting his daily life. The Landlord has tried to work with the Tenant but the Tenant has not made any progress towards paying the rent arrears.
14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In making this decision, I have considered both the Landlord and Tenant's circumstances, as well as the amount of time that has passed since the date of the hearing. As of the date of this order, as per the Tenant's submissions, the Tenant would have started working full time and should have started to repay the Landlord the arrears and also should have paid the rent that has come due since the date of the hearing.

**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:**
  - \$9,586.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$10,536.00 if the payment is made on or before November 3, 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 3, 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 3, 2023**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,767.23. 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 \$31.23 per day for the use of the unit starting August 2, 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 3, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 4, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 3, 2023, then starting November 4, 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 4, 2023.

**October 23, 2023**  
**Date Issued**

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Julia Toso  
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 4, 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	\$9,400.00
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	- \$0.00
<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>\$9,586.00</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 3, 2023**

Rent Owing To November 30, 2023	\$10,350.00
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	- \$0.00
<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>\$10,536.00</b>

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

Rent Owing To Hearing Date	\$6,581.23
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	- \$0.00
<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	- \$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>\$6,767.23</b>
Plus daily compensation owing for each day of occupation starting August 2, 2023	\$31.23 (per day)