



Order under Section 69 Residential Tenancies Act, 2006

Citation: TORONTO COMMUNITY HOUSING CORP v Dyer, 2023 ONLTB 68484

Date: 2023-10-18

File Number: LTB-L-037526-23

In the matter of: 301, 239 ROYWOOD DR
Toronto ON M3A2E8

Between: TORONTO COMMUNITY HOUSING CORP Landlord

And

Jennifer Dyer Tenant

TORONTO COMMUNITY HOUSING CORP (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Dyer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 25, 2023.

The Landlord's Agent, Dale Maingot, and the Tenant's Agent, Shyanna Harrison ("SH"), attended the hearing. The Tenant's Agent was assisted by Ahmed Patel ("AP").

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 \$831.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.32. This amount is calculated as follows: \$831.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2023 are \$11,091.00. The parties agreed on the arrears.
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 83 Considerations

9. 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.
10. AP testified that the Tenant seeks an opportunity to preserve the tenancy and has recently gain employment and after reviewing her finances with a debt consolidation company, the Tenant is able to pay her new rent going forward and \$200.00 towards the arrears each month from October 2023 until the arrears are paid in full. A copy of an offer of employment for the Tenant was submitted into evidence.
11. SH is the Tenant's adult daughter who does not reside in the rental unit. SH testified that the Tenant was unemployed due to health issues but could not provide details on when the Tenant was ill and had no information of the Tenant's income or expenses.
12. AP testified that the Tenant receives child tax benefits in the amount of \$904.00 per month and estimated the Tenant has groceries expenses in the amount of \$500.00 a month. Neither SH nor AP was able to explain why the Tenant did not pay more to the Landlord or if the Tenant had additional expenses.
13. The Landlord opposed the payment plan indicating that the arrears are substantial and date back to August 2019. The Landlord submitted that the Landlord has been lenient, and attempts have been made to work with the Tenant, but the Tenant has failed to comply with agreements made. The Landlord submitted that the Tenant's pattern of non-payment did not improve when she was employed in the past.
14. Based on the evidence before me, I find that the payment plan proposed by the Tenant to be unreasonable. There is no explanation to why the Tenant was not able to pay the Landlord more despite receiving child tax benefits constantly and being employed at times in the last four years. SH and AP were unable to provide details of the Tenant's expenses to justify why her proposed payment is only \$200.00. The arrears date back four years and to provide the Tenant more than four years to pay the arrears is unreasonable, in my view.
15. In light of the Tenant's three children, I find it would be reasonable to allow the Tenant some additional time to locate funds to pay the arrears in full or to find alternative housing.

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:**
 - \$12,108.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,939.00 if the payment is made on or before November 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,770.00 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 \$11,129.00. 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 \$27.32 per day for the use of the unit starting September 26, 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 October 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 30, 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.

October 18, 2023

Date Issued

Vicky Liu

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 October 31, 2023

Rent Owing To October 31, 2023	\$13,122.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$12,108.00

B. 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	\$13,953.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$12,939.00

C. 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	\$14,784.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$13,770.00
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D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,143.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,200.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$11,129.00
Plus daily compensation owing for each day of occupation starting September 26, 2023	\$27.32 (per day)