



Order under Section 69 Residential Tenancies Act, 2006

Citation: 11000064707 Ontario Limited v Kilsdonk, 2023 ONLTB 66396

Date: 2023-10-04

File Number: LTB-L-039015-23

In the matter of: 58 WOODS STREET Kirkland
Lake ON P2N2K7

Between: 11000064707 Ontario Limited Landlord

And

Amy Kilsdonk and Brock Boulley Tenants

11000064707 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Amy Kilsdonk and Brock Boulley (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on August 17, 2023.

Lev Naiman and Victoria Korin, for the Landlord, and Brock Boulley, for the Tenants, 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 was still in possession of the rental unit.
3. The lawful rent is \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
5. The Tenants 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. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. At the hearing, the Tenant disputed the amount of arrears based on serious section 82 issues; they are unable to live in the unit based among other things, electrical issues/no hydro hooked up. The matter was going to be adjourned based on these serious allegations, and the Tenant was directed to: complete the section 82 issues sheet, and submit their evidence to the Board and the Landlord on or before August 24, 2023; and, told to pay future rent that comes due until the matter resolved. On August 28, 2023, the Tenant emailed the Board a series of screen shots of texts; there was no indication in the email that the Landlord was sent a copy.
11. The Tenant did not complete the s82 sheet that would properly set out the allegations and remedy being requested, they merely submitted screen shots; this is not what was requested; either the s82 sheet itself or a clear outline of the allegations with details and the remedies being requested. Further, there is no indication the Landlord was copied on the email.
12. Therefore, I find the Tenants did not comply with the direction given at hearing that was given for the purpose of setting out the reason for the adjournment request based on serious section 82 breaches by the Landlord. As such, this matter is being dealt with as a standard order, the Tenant indicated they were not in the unit, and the Tenants may pursue their own issues by filing their own application(s).

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,686.00 if the payment is made on or before October 15, 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 has paid the full amount owing as ordered plus any additional rent that became due after October 15, 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before October 15, 2023**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$7,024.44. 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 \$49.32 per day for the use of the unit starting August 18, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before October 15, 2023, the Tenants will start to owe interest. This will be simple interest calculated from October 16, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before October 15, 2023, then starting October 16, 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 October 16, 2023.

October 4, 2023

Date Issued

Diane Wade

Member, Landlord and Tenants 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 April 16, 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 October 15, 2023

Rent Owing To October 31, 2023	\$10,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$10,686.00

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

Rent Owing To Hearing Date	\$6,838.44
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants 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 Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$7,024.44
Plus daily compensation owing for each day of occupation starting August 18, 2023	\$49.32 (per day)