



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Ontario Aboriginal Housing Support Services Corporation v Pringle, 2023 ONLTB 65201

Date: 2023-10-03

File Number: LTB-L-068194-22 RV

In the matter of: 149 Harkness St
NIPIGON ON P0T2J0

Between: Ontario Aboriginal Housing Support Services Corporation and Infinity Property Services an Agency of the Metis Nation of Ontario Landlord

And

Ryan Pringle Tenant

Review Order

Ontario Aboriginal Housing Support Services Corporation and Infinity Property Services an Agency of the Metis Nation of Ontario (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Pringle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-068194-22 issued on July 11, 2023. The hearing was held on May 11, 2023 where only the Landlord's legal representative attended.

On August 9, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On August 10, 2023 interim order LTB-L-068194-22-RV-IN was issued, staying the order issued on July 11, 2023.

This review was heard by video conference on September 20, 2023. The Landlord's legal representative Lyndsay Dubois, the Tenant and his legal representative Molly MacDonald attended the hearing.

Determinations:

1. At the hearing, the parties agreed that the Tenant owes the Landlord arrears of rent in the amount of \$4,046.00 to September 30, 2023. The parties also agreed to a standard order with delayed eviction to December 31, 2023.
2. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$578.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$19.00. This amount is calculated as follows: \$578.00 x 12, divided by 365 days.
6. The Tenant has paid \$7,927.00 to the Landlord since the application was filed.
7. The rent arrears owing to September 30, 2023 are \$4,046.00
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Landlord seeks an order for \$387.00 which is the cost the Landlord incurred to file LTB-L-068194-22 issued on July 11, 2023 with the Court Enforcement Office (Sheriff) for enforcement. This amount is non-refundable.
11. Although the LTB, in some cases, will order a tenant to reimburse the Landlord for the non refundable Sheriff fee, I do not find it suitable in this circumstance.
12. While I acknowledge the Landlord has incurred the costs related to the Sheriff's fee, the Landlord consented to the Tenant's request to review on the grounds of not reasonably able to participate at the hearing. I take this to mean that the Tenant, had he participated at the hearing, the outcome may have resulted in a different order where relief from eviction may have been granted.
13. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The request to review order LTB-L-068194-22 issued on July 11, 2023 is granted.
2. The interim order issued on August 10, 2023 is cancelled and cannot be enforced.
3. The order LTB-L-068194-22 issued on July 11, 2023 is cancelled and replaced with the following order.
4. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
5. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - **4,810.00** if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- **\$5,388.00** if the payment is made on or before November 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- **\$5,966.00** if the payment is made on or before December 31, 2023. See Schedule 1 for the calculation of the amount owing.
6. 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.
 7. **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**
 8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
 9. 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.
 10. 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 3, 2023
Date Issued

Dana Wren
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	\$12,551.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,927.00
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	\$4,810.00

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	\$13,129.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,927.00
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	\$5,388.00

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	\$13,707.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,927.00
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	

Total the Tenant must pay to continue the tenancy	\$5,966.00
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D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,775.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,927.00
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	\$4,034.00
Plus daily compensation owing for each day of occupation starting September 21, 2023	\$19.00 (per day)

2023 ONL TB 65201 (CanLI)