



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** 974729 ONTARIO LIMITED v Pascos, 2023 ONLTB 65220

**Date:** 2023-09-29

**File Number:** LTB-L-021721-23

**In the matter of:** 205, 594 Bloor Street East  
Oshawa, ON L1H 3N2

**Between:** 974729 ONTARIO LIMITED

Landlord

**And**

Nash Pascos

Tenant

974729 ONTARIO LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Nash Pascos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 14, 2023.

The Landlord's Agents, Krissy Morrison and Gino Veltri, and the Tenant attended the hearing.

### **Determinations:**

#### *Preliminary Issue: Rental Unit Address*

1. On May 31, 2023, the Landlord filed an amended L1 application and requested the Board to amend the address of the rental unit. The Landlord served the notice of hearing to the Tenant on August 22, 2023. The Tenant was present at the hearing, advised he received the documents, and confirmed his rental address. As such, I consented the Landlord's request to amend the application. The address of the rental unit is amended and reflected on this order as 205, 594 Bloor Street East, Oshawa, ON L1H 3N2.
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 \$2,040.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$67.07. This amount is calculated as follows: \$2,040.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to September 30, 2023 are \$15,450.00. The Tenant agreed with the amount of the

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,040.00 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.
10. Interest on the rent deposit, in the amount of \$44.43 is owing to the Tenant for the period from November 1, 2022 to September 14, 2023.

### *Section 83 Considerations*

1. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
2. The Tenant seeks an opportunity to preserve his tenancy and proposes to pay new rent as it comes due and \$500.00 towards the arrears going forward until the arrears are paid in full.
3. The Tenant testified that he has been working; although the income fluctuates, the range is between \$3,200.00 to \$4,000.00.
4. The Tenant testified that he stopped paying the Landlord in February 2023 when he received the notice of termination. He expected to be evicted and waited for the hearing.
5. The Tenant also cited that the Landlord has served him another notice and alleged that false accusations has been made against him. The Landlord affirmed that the Landlord was proceeding with another application with respect to other issues.
6. The Tenant has two children. The Tenant sees them, but they do not reside at the unit nor currently stays overnight at the unit.
7. The tenancy commenced in November 2022.
8. The Landlord seeks to terminate the tenancy. The Landlord submits that the Tenant has not made any payments since the application was filed.
9. The arrears of rent are substantial, and the tenancy is not a longstanding tenancy. While the Tenant received employment income in the months leading up to the hearing, the Tenant has made no good faith payments since the application was filed. Instead, the Tenant choose to spend his funds elsewhere.

### **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:**

- \$15,636.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$17,676.00 if the payment is made on or before October 10, 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 October 10, 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 October 10, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,450.55. 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 \$67.07 per day for the use of the unit starting September 15, 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 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 11, 2023 at 6.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before October 10, 2023, then starting October 11, 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 11, 2023.

**September 29, 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 April 11, 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 September 30, 2023**

Rent Owing To September 30, 2023	\$15,450.00
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>\$15,636.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 10, 2023**

Rent Owing To October 31, 2023	\$17,490.00
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>\$17,676.00</b>

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

Rent Owing To Hearing Date	\$14,348.98
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	- \$2,040.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$44.43
<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>\$12,450.55</b>
Plus daily compensation owing for each day of occupation starting September 15, 2023	\$67.07 (per day)