



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** Mackinnon v Ashton, 2023 ONLTB 64754

**Date:** 2023-09-27

**File Number:** LTB-L-042675-23

**In the matter of:** 96 96 Stockholm  
Manotick ON K4M0G9

**Between:** Susan Mackinnon Landlord

**And**

William Korey Ashton Tenant

Susan Mackinnon (the 'Landlord') applied for an order to terminate the tenancy and evict William Korey Ashton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Tenant 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 \$1,820.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.84. This amount is calculated as follows: \$1,820.00 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 September 14, 2023 are \$9,920.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,675.00 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.
9. Interest on the rent deposit, in the amount of \$154.44 is owing to the Tenant for the period from January 8, 2018 to August 17, 2023.
10. The Tenant has been served with 5 previous N4s.
11. He has a pattern of catching up and then falling into arrears again.
12. He is also late up to three months with the rent.
13. The issue of arrears is therefore ongoing.
14. There was no argument between the parties as to the amount of arrears owing.
15. There was no evidence at all filed by the Tenant as to why he could not pay.
16. 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.
17. The Landlord may have to sell the property due to the arrears, or borrow on a line of credit to pay the arrears. She simply cannot finance \$10,000 of arrears.
18. She is a single mom with a daughter in university.
19. The Tenant is arrears for some 6 months.
20. The Tenant alleges he tried to offer a payment plan in May, 2023. No evidence of this was filed such as a letter offer.
21. Without details, the Tenant said he was forced to leave his employment due to mental health.
22. But actually, he has been working part time at a restaurant earning some \$2,000/month. Yet he has paid no rent at all to the Landlord for some 6 months.
23. He said he started feeling better in January 2023. He was diagnosed with diabetes. He could not find proper employment. He was also waiting on security clearance to work as a security guard.
24. He filed no evidence about his health or job issues.
25. He alleges he offered a payment plan to the Landlord, but given his past pattern of falling into arrears, the Landlord declined.

26. He said he would need 90 days to move out. He has a son, and needs to put a roof over his son's head.
27. The Landlord has been financing this Tenant for some time.
28. It is not fair to the Landlord, a single mom, to be financing 6 months of arrears.
29. The Tenant did not communicate with the Landlord, other than to say that he was waiting for security clearance. I accept the Landlord's evidence on this point.
30. Clearly this tenancy is not viable, and it should be terminated sooner rather than later to give the Landlord an opportunity to find a tenant who can afford the unit.

**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:**
  - \$11,926.00 if the payment is made on or before October 8, 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 8, 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 8, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,636.08. 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 \$59.84 per day for the use of the unit starting August 18, 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 8, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 9, 2023 at 6.00% annually on the balance outstanding.

8. If the unit is not vacated on or before October 8, 2023, then starting October 9, 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 9, 2023.

**September 27, 2023**

**Date Issued**

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James Campbell  
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 9, 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 8, 2023**

Rent Owing To October 14, 2023	\$11,740.00
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>\$11,926.00</b>

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

Rent Owing To Hearing Date	\$8,279.52
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	- \$1,675.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$154.44
<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>\$6,636.08</b>
Plus daily compensation owing for each day of occupation starting August 18, 2023	\$59.84 (per day)