



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2652133 Ontario Inc. v Johnson, 2023 ONLTB 64371

Date: 2023-09-26

File Number: LTB-L-056903-22

In the matter of: 1063 WESTON
TORONTO ON M6N3R9

Between: 2652133 Ontario Inc. Landlord

And

Jarrett Brian Johnson Tenant

2652133 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jarrett Brian Johnson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 11, 2023.

The Landlord's representative Simon Holmes 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 \$1,625.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.42. This amount is calculated as follows: \$1,625.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,050.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2023 are \$37,890.00.
7. The Landlord was advised that the Board's monetary jurisdiction is \$35,000.00 and that pursuant to section 207(3) of the Act an order from the Board will extinguish their right to claim the excess arrears over the Board's jurisdictional limit. The Landlord indicated that they wanted to proceed with their application.
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 \$1,625.00 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 \$123.37 is owing to the Tenant for the period from January 8, 2019 to September 11, 2023.
11. The Tenant requests relief from eviction in the form of a repayment plan. The Tenant testified that he has been employed since April 2023 and makes \$3,200.00 a month. The Tenant testified that he could pay \$500.00 towards the arrears each month, or potentially \$700.00-\$800.00 if he receives assistance from his sister.
12. The Landlord is opposed to a repayment plan.
13. I do not think it would be fair in the circumstances to impose a repayment plan for three reasons. First, the Tenant's payment history does not support that he will abide by it. Second, the arrears are already over the jurisdictional limit of the Board and as such if the Tenant breaches the repayment plan and the arrears grow those losses will be unrecoverable by the Landlord. Third, the length of time it would take for the Tenant to repay the arrears is unreasonable. Under the Tenant's proposed repayment plans it would take between 3 and 6 years for the arrears to be paid off.
14. 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 October 15, 2023 pursuant to subsection 83(1)(b) of the Act. This is to provide the Tenant with time to find new living accommodations. However, I have declined to postpone the eviction any further than October 15, 2023 because the Landlord has been waiting for repayment for a significant period and the outstanding arrears are already over the Board's jurisdictional limit.

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:**
 - \$38,076.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$39,701.00 if the payment is made on or before October 15, 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 15, 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 15, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,186.00. This amount includes rent arrears owing up to the date of the hearing (up to the Board's monetary jurisdiction) 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 \$53.42 per day for the use of the unit starting September 12, 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 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 8, 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.

September 26, 2023

Date Issued

Amanda Kovats

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 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 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	\$40,940.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,050.00
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	\$38,076.00

B. Amount the Tenant 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	\$42,565.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,050.00
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	\$39,701.00

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

Rent Owing To Hearing Date	\$39,902.62
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,050.00
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	- \$1,625.00
Less the amount of the interest on the last month's rent deposit	- \$123.37
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	Maximum monetary jurisdiction plus costs \$35,186.00
Plus daily compensation owing for each day of occupation starting September 12, 2023	\$53.42 (per day)

2023 ONLTB 64371 (CanLII)