



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2712308 Ontario Inc. v Dicks, 2023 ONLTB 63125

Date: 2023-09-21

File Number: LTB-L-001268-23

In the matter of: A9, 414 PROSPECT AVE
KITCHENER ON N2A1E1

Between: 2712308 Ontario Inc. Landlord

And

Ashlyn Dicks Tenant

2712308 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ashlyn Dicks (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 19, 2023.

Only the Landlord's Agent Vesna Soro attended the hearing.

As of 1:48 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$1,945.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.95. This amount is calculated as follows: \$1,945.00 x 12, divided by 365 days.

5. The Tenant has paid \$2,900.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$6,140.00.
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 \$1,945.00 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 \$63.41 is owing to the Tenant for the period from March 1, 2022 to June 19, 2023.
10. The Landlord's Agent stated that email reminders about the rent arrears were sent to the Tenant with no response. She also stated that when the L1/L9 Update Sheet was served, the Landlord included an offer to contact them regarding a payment plan, but no response was received.
11. She indicated that the Tenant lives in the rental unit with an infant, and because of this requested a standard order with an extension to July 31, 2023.
12. Due to the date of this order, the Tenant has already had the benefit of an extension of time to attempt to work out a payment arrangement with the Landlord. Because the Tenant has an infant, I am prepared to grant a short extension to the voiding period, but it would be unfair to the Landlord to grant a further extension. While the Tenant has made some payments toward the arrears, she was not present at the hearing to provide evidence of any circumstances for me to consider which might warrant a further delay.
13. 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) of the Act.

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** (*less any payments made since the date of the hearing*):
 - \$12,161.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,106.00 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 \$3,587.64. 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 \$63.95 per day for the use of the unit starting June 20, 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 15, 2023, the Tenant 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.

September 21, 2023

Date Issued

Margo den Haan

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 (<i>less any payments made since the date of the hearing</i>)	\$14,875.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,900.00
Total the Tenant must pay to continue the tenancy (<i>less any payments made since the date of the hearing</i>)	\$12,161.00

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 (<i>less any payments made since the date of the hearing</i>)	\$16,820.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,900.00
Total the Tenant must pay to continue the tenancy (<i>less any payments made since the date of the hearing</i>)	\$14,106.00

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

Rent Owing To Hearing Date	\$8,310.05
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,900.00
Less the amount of the last month's rent deposit	- \$1,945.00
Less the amount of the interest on the last month's rent deposit	- \$63.41
Total amount owing to the Landlord	\$3,587.64
Plus daily compensation owing for each day of occupation starting June 20, 2023	\$63.95 (per day)