



Order under Section 69 Residential Tenancies Act, 2006

Citation: PEEL HOUSING CORP OP AS PEEL LIVING v Mcbean, 2023 ONLTB 63041

Date: 2023-09-19

File Number: LTB-L-066694-22

In the matter of: 107, 31 FAIR OAKS PL
BRAMPTON ON L6Y4W9

Between: PEEL HOUSING CORP OP AS PEEL LIVING Landlord

And

Monique Mcbean and Adonte Chambers Tenants

PEEL HOUSING CORP OP AS PEEL LIVING (the 'Landlord') applied for an order to terminate the tenancy and evict Monique Mcbean and Adonte Chambers (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's agent, S. Dixon, and the Tenant, M. Mcbean, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,501.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.35. This amount is calculated as follows: \$1,501.00 x 12, divided by 365 days.
5. The Tenants have paid \$6,050.00 to the Landlord since the application was filed.

6. The rent arrears owing to July 31, 2023 are \$10,461.00.
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 \$294.00 from the Tenants 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 \$3.99 is owing to the Tenants for the period from January 1, 2023 to July 17, 2023.
10. The Landlord requests a standard termination order. The Landlord's agent, S. Dixon (SD), said that the Tenants made some rent payments February through May 2023, but they were late. She said that the Tenants made no payment towards the rent in June or July 2023. SD said that the Landlord is willing to consider an extended termination order, to August 31, 2023, in order to give the Tenants more time to pay the arrears.
11. The Tenant, M. Mcbean (MM), said that she paid the rent in July, on July 14, 2023 (three days before the hearing). She said that the rent payment was late because of her pay schedule. MM said that she got a new job in February 2023, and she has been paying the rent since then.
12. MM said that she lives in the rental unit with her son, 24, and her daughter, 18. MM said that her son works, but he does not contribute towards the rent. MM said that her income is approximately \$3,400.00 per month. She said she has no car or other major expenses, and her son contributes towards groceries. She proposed a payment plan to pay \$300.00 per month towards the arrears as well as the monthly rent. She said that she has asked the housing stability unit for help, but she has not yet received a response.
13. I find that the tenancy is no longer viable for the reasons that follow. MM disclosed an income that should be sufficient for her to pay the monthly rent on time, but she has not paid the rent in full or on time since at least November 2022. The Tenants only paid the equivalent of about four months rent since the Landlord filed the application in November 2022, and they had not paid June or July 2023 at the time of the hearing. There is no credible evidence to support the Tenants' ability to pay the monthly rent on time, nor to have any excess income to pay towards the arrears. Even if they had \$300.00 to pay towards arrears, the proposed payment plan would take almost three years, and the Landlord was unwilling to grant such a proposal.
14. I have considered all of the disclosed circumstances above in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I find that it would not be unfair to postpone the eviction until October 31, 2023, pursuant to subsection 83(1)(b) of the Act. Although I have found, above, that the Tenants are unable to pay the rent in full and on time going forward, and therefore their tenancy is not viable, they have nevertheless attempted to make good faith payments towards the rent for a few months since MM started working. MM said that she had not yet found an affordable alternative rental unit, and I find that the Tenants will need a bit more time to find another place to live.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$13,649.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$15,150.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after October 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before October 31, 2023.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,686.96. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$49.35 per day for the use of the unit starting July 18, 2023 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before October 31, 2023, the Tenants will start to owe interest. This will be simple interest calculated from November 1, 2023 at 6.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before October 31, 2023, then starting November 1, 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 November 1, 2023.

September 19, 2023

Date Issued

Nancy Morris

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 May 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 Tenants 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	\$19,513.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,050.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$13,649.00

B. Amount the Tenants 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	\$21,014.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,050.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$15,150.00

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

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Rent Owing To Hearing Date	\$15,848.95
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,050.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$294.00
Less the amount of the interest on the last month's rent deposit	- \$3.99
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$9,686.96
Plus daily compensation owing for each day of occupation starting July 18, 2023	\$49.35 (per day)