



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

**Citation:** Marconi Nonprofit Housing Corp v Sherwood, 2023 ONLTB 27182

**Date:** 2023-09-18

**File Number:** LTB-L-054411-22

**In the matter of:** 47, 1270 BENTLEY DR LONDON  
ON N5V4M2

**Between:** Marconi Nonprofit Housing Corp Landlord

**And**

Florence Sherwood Tenant

Marconi Nonprofit Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Florence Sherwood (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 15, 2023.

The Landlord's agent Janice Sharrard, Landlord's legal representative Melissa Anjema, 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 Tenant has not made any payments since the application was filed.
4. The Landlord submitted a L1 information update form setting out that the Tenant has not made any payments since the application was filed and the total amount of the rent arrears owing to the March 31, 2023 is \$10,801.18.

5. The Tenant disputes the amount owing to the Landlord, that the monthly rent is Rent Geared to Income rate of \$350.00 per month not \$845.00.
6. The Landlord's Representative affirms that the Tenant did not comply with the requirements to report/confirm his current income status with the appropriate agency to maintain the RGI subsidy, and the monthly rent is now \$855.00.
7. There is no last month's rent deposit.
8. Based on the Landlord's evidence, I am satisfied on a balance of probabilities that the monthly lawful rent is \$845.00 as of the hearing date and that the Tenant owes to the Landlord up to the period ending March 31, 2021, rent arrears of \$10,801.18, and costs of \$186.00, totalling \$10,987.18.
9. The Landlord Representative testified that there had been ongoing conversations with the Tenant about the arrears and the RGI requirements but was unsuccessful in negotiating a repayment plan with the Tenant. As a result, I am satisfied that the Landlord complied with their obligations under subsection 83(6) of the Residential Tenancies Act, 2006 (the 'Act').
10. 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 31, 2023 pursuant to subsection 83(1)(b) of the Act to provide additional time for the Tenant to find alternative accommodation and/or to contact and work with his social worker on some other possible resolve.

**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:**
  - \$16,041.00 if the payment is made on or before September 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$16,886.00 if the payment is made on or before October 31, 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 31, 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 31, 2023**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,542.70. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$27.78 per day for the use of the unit starting March 16, 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 September 29, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 30, 2023 at 5.00% 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 18, 2023**

**Date Issued**

\_\_\_\_\_  
Percy Laryea

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 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 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	\$15,855.00
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>\$16,041.00</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 31, 2023**

Rent Owing To October 31, 2023	\$16,700.00
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>\$16,886.00</b>

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

Rent Owing To Hearing Date	\$10,356.70
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	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$10,542.70</b>
Plus daily compensation owing for each day of occupation starting March 16, 2023	\$27.78 (per day)