



Order under Section 69 Residential Tenancies Act, 2006

Citation: STRANO PROPERTY MANAGEMENT v Smith, 2023 ONLTB 27041

Date: 2023-09-18

File Number: LTB-L-046775-22

In the matter of: 506, 744 WONDERLAND RD S LONDON
ON N6K4K3

Between: STRANO PROPERTY MANAGEMENT Landlord

And

Natasha Smith Tenant

STRANO PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Smith (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 and the Tenant attended the hearing.

Tenant's Maintenance Issues:

1. The Tenant also requested to raise a number of issues pursuant to section 82 of the Residential Tenancies Act, 2006 (the 'Act').
2. The Landlord objected to this request arguing that the Tenant did not notify the Landlords of his intention to raise these issues and that they did not know what the issues were or what relief the Tenant would be seeking.
3. The Tenant claim to have informed the Landlord about this issues but provided no explanation why he did not provide the Landlords with any detail about the issues she intended to raise at the hearing other than that she needed more time to do so.
4. Rule 19.4 of the Rules of Procedure of the Landlord and Tenant Board states:

“Unless the LTB directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during an application about rent arrears shall provide

the other parties and the LTB the following at least 7 days before the scheduled CMH or hearing:

1. A written description of each issue the tenant intends to raise; and ...”
5. The Tenant did not provide the Landlords with any description of the issues prior to the hearing. The Landlords were not prepared to address the evidence submitted by the Tenant. As the Tenant did not meet the disclosure requirements set out in s. 82(1) of the Act and Rule 19.4 and could not provide a satisfactory explanation for his failure to do so. I did not permit the Tenant to raise his maintenance issues. The Tenant is entitled to raise these issues by filing his own application at the Board.

Rent Arrears 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 \$1,947.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.03. This amount is calculated as follows: \$1,947.50 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 March 31, 2023 are \$17,242.50.
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 \$1,900.00 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 \$42.58 is owing to the Tenant for the period from October 15, 2021 to March 15, 2023.
10. The Tenant did not dispute the rent arrears between July 2022 and March 31, 2023. However, she mentioned that she faced difficulties paying her rent as she is no longer employed as a cleaner and is currently a student waiting for her Ontario Student Assistance Program (OSAP), which also covers her rent.
11. The Tenant claims that she got into a car accident on December 12, 2022, sustained injuries and was admitted in hospital until January 25, 2023. The Tenant claims she has not returned to her unit and resides with her father. The Tenant claims that her father informed the Landlord on January 12, 2023, at 10:30 a.m. about her condition. The Tenant

has a 16-year-old and an 8-year-old and sought for the tenancy to be terminated by April 30, 2023.

12. The Landlord expressed doubt about the Tenant's claim of being unable to pay her rent due to the delay in receiving her OSAP benefits. The Landlord claim that the Tenant failed to contact her for any payment plans before the hearing and sought a standard eviction order.
13. 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.

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:**
 - \$29,113.50 if the payment is made on or before September 29, 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 September 29, 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 September 29, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,498.87. 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 \$64.03 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 September 29, 2023, then starting September 30, 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 September 30, 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 March 31, 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 29, 2023

Rent Owing To September 30, 2023	\$28,927.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$29,113.50

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

Rent Owing To Hearing Date	\$16,255.45
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$42.58
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	\$14,498.87
Plus daily compensation owing for each day of occupation starting March 16, 2023	\$64.03 (per day)