



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cedar Grove Park v Kalfayan, 2023 ONLTB 60923

Date: 2023-09-14

File Number: LTB-L-040827-22

In the matter of: 34, 6 CEDAR GROVE PKY
WASAGA BEACH ON L9Z1T4

Between: Cedar Grove Park Landlord

And

Mequerditch Kalfayan Tenant

Cedar Grove Park (the 'Landlord') applied for an order to terminate the tenancy and evict Mequerditch Kalfayan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 16, 2023 and reconvened on June 22, 2023.

The Landlord's employee P Barnes, the Landlord's representative A Small and the Tenant's representative S Bennett attended both hearings.

Preliminary Matter:

1. The Landlord's representative challenged the appearance of S Bennett on behalf of the Tenant M Kalfayan.
2. S Bennett testified that she had permission from the sister of the Tenant to appear on his behalf. The sister of the Tenant provided a signed letter indicating that she has authority to delegate on the Tenant's behalf.
3. S Bennett also provided a copy of the ownership of the mobile home that occupies the rental unit. The ownership states that S Bennett is a co-owner of the mobile home with the

Tenant M Kalfayan. S Bennett testified that the ownership was signed on September 23, 2021.

4. On the basis of the evidence before me, I find that S Bennett can represent the interests of the Tenant M Kalfayan.

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 \$463.91. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$15.25. This amount is calculated as follows: \$463.91 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 June 30, 2023 are \$12,482.67.
7. The Tenant does not dispute the rent arrears.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from Eviction

10. The Tenant's representative requested a later termination date in order to move the mobile home to a new location.
11. 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 September 30, 2023 pursuant to subsection 83(1)(b) of the Act. The delay will allow the Tenant some time to secure an alternative location for his mobile home.

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:**
 - \$14,060.40 if the payment is made on or before September 30, 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 30, 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 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,540.26. 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 \$15.25 per day for the use of the unit starting June 23, 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 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 19, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2023, then starting October 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 October 1, 2023.

September 14, 2023

Date Issued

Heather Kenny

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 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	\$13,874.40
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	\$14,060.40

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

Rent Owing To Hearing Date	\$12,354.26
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	- \$
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$12,540.26
Plus daily compensation owing for each day of occupation starting June 23, 2023	\$15.25 (per day)