



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gosford Property Management Inc. v Eugene, 2023 ONLTB 61635

Date: 2023-09-12

File Number: LTB-L-029584-23

In the matter of: 5, 75 Gosford Blvd
Toronto ON M3N2G9

Between: Gosford Property Management Inc. Landlord

And

Jamal Eugene Tenants
Felisha Alexander

Gosford Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jamal Eugene and Felisha Alexander (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's representative, Luisa Dias Goncalves and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 \$2,156.18. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.89. This amount is calculated as follows: \$2,156.18 x 12, divided by 365 days.
5. The Tenants have paid \$2,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2023 are \$30,750.02.
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 \$2,156.18 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 \$28.95 is owing to the Tenants for the period from February 1, 2023 to August 15, 2023.

Relief from Eviction

10. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Landlord's representative testified that they attempted to communicate with the Tenants regarding a repayment plan however, there have been a few payment toward the arrears and no payments since 2022. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant.
12. The Landlord sought an eviction order with eviction based on the total amount of arrears. The arrears were described as substantial with a few good faith payments made by the Tenants since the application was filed.
13. The Tenants want to preserve the tenancy and avoid eviction. The Tenants testified that they have had a difficult time during COVID. The Tenant Jamal Eugene (JE) was hospitalized twice during COVID for two weeks in October 2020 and again in November 2020. He also lost his job as a result. He was not cleared to work but tried to return to work. He is currently employed at Royal Building Supplies since January 2022.
14. Since January 2022, he has been trying to catch up on his bills. His work is not consistent as such his income fluctuates at times. He lost his car as he was unable to afford to drive and as a result, he could not work. He has 7 children that he is responsible for and 1 on the way in November 2023. Of the 7 children, 3 reside elsewhere and 4 of them ages 8,7,5 and 2 reside in the rental unit.
15. There is only 1 income in the household that brings in \$3,500.00 per month. The other Tenant, Felisha Alexander (FA) is not employed but received \$2,100.00 per month for the support of her 4 children that reside in rental unit. The Tenants admitted the monthly income only covers the month household expenses and cannot cover any arrears payments. The Tenants total monthly expenses amount to \$ 5,147.18.
16. The Tenants want to preserve the tenancy and avoid eviction. The Tenants were not able to articulate how much time would be required to find a new place if they were to be evicted. They did testify that they had contact EPIC and they were awaiting to hear back regarding their application.

17. I find it would be unfair to grant an indefinite time to find a new place as the Tenants requested. The Tenants single income suggests there is no viable way for the Tenants to pay the rent or the arrears in a reasonable amount of time. There are substantial rent arrears owing with no realistic plan for how to pay the arrears to the Landlord. Therefore, I find there is no realistic way to impose a payment plan since there is no evidence supporting how any repayment plan could be satisfied.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord:**
 - \$33,092.20 if the payment is made on or before September 23, 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 has paid the full amount owing as ordered plus any additional rent that became due after September 23, 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 September 23, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$27,658.06. 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 \$70.89 per day for the use of the unit starting August 16, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before September 23, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 24, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 23, 2023, then starting September 24, 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 24, 2023.

September 12, 2023
Date Issued

Camille Clyne
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 24, 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 23, 2023

Rent Owing To September 30, 2023	\$35,106.20
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,200.00
Total the Tenants must pay to continue the tenancy	\$33,092.20

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

Rent Owing To Hearing Date	\$31,857.19
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,200.00
Less the amount of the last month's rent deposit	- \$2,156.18
Less the amount of the interest on the last month's rent deposit	- \$28.95
Total amount owing to the Landlord	\$27,658.06
Plus daily compensation owing for each day of occupation starting August 16, 2023	\$70.89 (per day)