



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

**Citation:** Sobot v Redmond, 2023 ONLTB 60778

**Date:** 2023-09-06

**File Number:** LTB-L-040205-23

**In the matter of:** BASEMENT APARTMENT (UNIT 2), 758  
WHITMAN CRES  
OSHAWA ON L1H3L4

**Between:** Slobodanka Sobot and Sasha Bratic Landlords

**And**

Thomas Norman Redmond and Brenden Tenants  
Thomas Redmond

Slobodanka Sobot and Sasha Bratic (the 'Landlords') applied for an order to terminate the tenancy and evict Thomas Norman Redmond and Brenden Thomas Redmond (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 29, 2023.

The Landlords' Legal Representative, D. Berezowska, one of the Landlords, Slobodanka Sobot, and the Tenants attended the hearing.

**Determinations:**

1. The Landlords 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 \$1,380.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.37. This amount is calculated as follows: \$1,380.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The Tenants did not dispute that the rent arrears owing to August 31, 2023 are \$6,900.00.

Section 82 Issues

7. The Tenants had served the Landlord and the Board a copy of the Issues they intend to raise at this hearing pursuant to section 82 of the *Residential Tenancies Act, 2006* ("Act"). The Tenants did not serve any evidence in support of these issues.
8. At the hearing, the Tenants decided that they will file their own application for these issues wherein they can properly prepare and provide evidence in support of their issues. Therefore, the Tenants' issues were not heard or determined at this hearing.
9. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlords collected a rent deposit of \$1,300.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

Relief from Eviction

11. 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 Landlords attempted to negotiate a repayment agreement with the Tenants 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.
12. The Tenants have been out of work for some time. They have been relying on family to assist with making the rental payments, but that is no longer an option. One of the Tenants just received a job offer which has not been formalized as of the date of hearing. The other Tenant has just recently been diagnosed with high anxiety but is continuing to apply for employment. The Tenants requested a repayment plan wherein the monthly rent is paid when due and an additional \$500.00 is paid towards the rent arrears otherwise the Tenants stated that they need 90 days to vacate the unit.
13. The Landlord's Legal Representative submitted that she has tried to negotiate a repayment plan with the Tenants without success. She also submitted that the Tenants have not provided any evidence in support of this job opportunity. She further submitted that these are small Landlords who rely on this rental income to meet their financial obligations and these arrears have put them in a difficult position.
14. The rent arrears currently outstanding are \$6,900.00, which is a significant increase since the application was filed seeking rent arrears \$2,760.00. The Tenants have not made any payments to the Landlord since the application was filed. Therefore, in these circumstances I find that ordering a repayment plan is not fair to the Landlords. Given that there is a last month's rent deposit it is fair to only delay the eviction until September 30, 2023.

**It is ordered that:**

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
  - \$8,466.00 if the payment is made on or before September 30, 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 30, 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 30, 2023**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlords \$5,721.73. 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 Landlords 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 Landlords compensation of \$45.37 per day for the use of the unit starting August 30, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlords the full amount owing on or before September 30, 2023, the Tenants will start to owe interest. This will be simple interest calculated from October 1, 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 Landlords 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 Landlords on or after October 1, 2023.

**September 6, 2023**

**Date Issued**

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Lisa Del Vecchio

Member, Landlords and Tenants 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 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	\$8,280.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$8,466.00</b>

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

Rent Owing To Hearing Date	\$6,835.73
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,300.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlords owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlords</b>	<b>\$5,721.73</b>
Plus daily compensation owing for each day of occupation starting August 30, 2023	\$45.37 (per day)