



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

**Citation:** THREE SEASONS INVESTMENTS LTD v Mayer, 2023 ONLTB 60228

**Date:** 2023-09-05

**File Number:** LTB-L-020584-23

**In the matter of:** F219, 1290 BANCROFT DR SUDBURY  
ON P3B4G9

**Between:** THREE SEASONS INVESTMENTS LTD Landlord

**And**

Ashe-Lee Mayer and Matt Grandbois Tenants

THREE SEASONS INVESTMENTS LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Ashe-Lee Mayer and Matt Grandbois (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 5, 2023.

The Landlord's Agent, Anna Villano, and the Tenant Ashe-Lee Mayer attended the hearing. The Tenant Matt Grandbois had vacated the rental unit.

**Determinations:**

1. The Landlord 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 Tenant Ashe-Lee Mayer was still in possession of the rental unit.
3. The lawful rent is \$1,429.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.98. This amount is calculated as follows: \$1,429.00 x 12, divided by 365 days.

5. The Tenants paid the Landlord \$3,000.00 after the Notice of Termination was served, but before the application was filed. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to July 31, 2023 are \$13,278.00.
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 \$1,350.00 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 \$85.75 is owing to the Tenants for the period from May 1, 2019 to July 5, 2023.
10. The Tenant present at the hearing submitted that she had to take time off work due to the health of her child. She did not qualify for Employment Insurance. As a result, she fell into arrears of rent. The Tenant wished to move out of the rental unit on August 31, 2023. The Tenant proposed to pay the Landlord \$1,500.00 on July 28, 2023 and \$1,500 on August 25, 2023 and then pay the balance in instalments after she vacated the rental unit.
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 Tenant's intention to move out of the rental unit on August 31, 2023. Considering the date of issuance of this order, I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. As such, a standard eviction order, as set out below, shall issue.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$16,322.00 if the payment is made on or before September 16, 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 16, 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 16, 2023.**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord **\$10,834.15**. 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 \$46.98 per day for the use of the unit starting July 6, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before September 16, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 17, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 16, 2023, then starting September 17, 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 17, 2023.

**September 5, 2023**

**Date Issued**

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Jana Rozehnal

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 17, 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 16, 2023**

Rent Owing To September 30, 2023	\$16,136.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00

<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$16,322.00</b>

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

Rent Owing To Hearing Date	\$12,083.90
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$
<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	- \$1,350.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$85.75
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$10,834.15</b>
Plus daily compensation owing for each day of occupation starting July 6, 2023	\$46.98 (per day)