



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

**Citation:** 468 Ottawa North Residences Corp. v Boulet, 2023 ONLTB 59617

**Date:** 2023-08-30

**File Number:** LTB-L-050946-22

**In the matter of:** 341D, 468 OTTAWA ST N HAMILTON  
ON L8H4A6

**Between:** 468 Ottawa North Residences Corp. Landlord

**And**

Elise Boulet, Robert Derksen and Carla Fakes Tenants

468 Ottawa North Residences Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Elise Boulet, Robert Derksen and Carla Fakes (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's representative Victoria Orlandi and the Tenants Robert Derksen and Carla Fakes attended the hearing.

### **Preliminary Issue:**

The Tenants requested an adjournment and stated that they did not receive the notice of hearing in an adequate amount of time to prepare for the hearing. After reviewing the Board file and parties submissions, I determined the notice of hearing had been delivered by mail and email to the Tenants with sufficient time to prepare for the hearing and therefore, the adjournment request was denied and the matter proceeded to a hearing.

### **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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,029.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$9,463.00.
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 \$1,450.00 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 \$36.25 is owing to the Tenants for the period from March 30, 2022 to March 29, 2023.
10. The Tenants had the opportunity to speak with duty counsel prior to the hearing and indicated that there were maintenance issues in the rental unit that needed to be addressed. The Landlord was not served disclosure in advance of the hearing in regard to the Tenants' maintenance claims. Therefore, the maintenance issues would not be considered as a part of this order.
11. The Landlord requested that the Board issue a standard order (11-day eviction notice). 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord has made numerous attempts to communicate with the Tenants to arrange a repayment plan for the rent arrears. The arrears are substantial and to deny eviction would prejudice the Landlord.

**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:**
  - \$16,899.00 if the payment is made on or before August 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$18,349.00 if the payment is made on or before September 10, 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 10, 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 10, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,095.18. 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 \$47.67 per day for the use of the unit starting March 30, 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 10, 2023, the Tenants will start to owe interest. This will be simple interest calculated from September 11, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 10, 2023, then starting September 11, 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 11, 2023.

**August 30, 2023**

**Date Issued**

\_\_\_\_\_  
Maria Shaw

Member, Landlord 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 March 11, 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 August 31, 2023**

Rent Owing To August 31, 2023	\$17,742.00
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	- \$1,029.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord 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>\$16,899.00</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 10, 2023**

Rent Owing To September 30, 2023	\$19,192.00
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	- \$1,029.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord 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>\$18,349.00</b>

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

Rent Owing To Hearing Date	\$10,424.43
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	- \$1,029.00
<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	- \$1,450.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$36.25

<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 is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$8,095.18</b>
Plus daily compensation owing for each day of occupation starting March 30, 2023	\$47.67 (per day)