



Order under Section 69 Residential Tenancies Act, 2006

Citation: Drewlo Holdings Inc. v Johnson, 2023 ONLTB 59028

Date: 2023-08-29

File Number: LTB-L-066264-22

In the matter of: 908, 310 QUEEN ST S
KITCHENER ON N2G1K2

Between: Drewlo Holdings Inc. Landlord

And

Charlene Johnson Tenant

Drewlo Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Charlene Johnson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 31, 2023.

The Landlord's agent A. Glen and the Tenant attended the hearing.

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 \$1,175.32. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.64. This amount is calculated as follows: \$1,175.32 x 12, divided by 365 days.
5. The Tenant has paid \$2,476.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2023 are \$10,337.84.
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 \$1,173.76 from the Tenant 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 \$17.04 is owing to the Tenant for the period from January 1, 2023 to July 31, 2023.

Section 83

10. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
11. The Tenant seeks to remain at the rental unit, noting she lives alone and has resided in the rental unit for almost 6 years. The Tenant currently works remotely earning approximately \$2000/month. At the hearing, the Tenant proposed a repayment plan of \$100-\$150/month. In the event eviction were ordered, the Tenant requested until September 2023 to find alternative accommodations. The Tenant indicated she has looked briefly for alternative accommodations but may also seek to move-in with a family member.
12. The Landlord seeks a termination of tenancy, noting the Landlord has reached out to the Tenant for a repayment plan without success. The arrears are substantial and the arrears have been increasing over time. The Landlord questioned the Tenant's ability to abide by the proposed repayment plan and expressed doubt in the Tenant's ability to prevent the arrears from increasing going forward.
13. 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 personal and financial circumstances, her payment history, and balanced this with any potential prejudice to the Landlord. In the circumstances, I 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 delayed eviction will provide the Tenant with additional time to either void the order as noted in my order below, or alternatively, find alternative accommodations.

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:**
 - \$11,699.16 if the payment is made on or before August 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,874.48 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 \$9,333.04. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$38.64 per day for the use of the unit starting August 1, 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 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 10, 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.

August 29, 2023
Date Issued

Peter Nicholson
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 August 31, 2023

Rent Owing To August 31, 2023	\$13,989.16
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,476.00
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	\$11,699.16

B. 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	\$15,164.48
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,476.00
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	\$12,874.48

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

Rent Owing To Hearing Date	\$12,813.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,476.00
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	- \$1,173.76
Less the amount of the interest on the last month's rent deposit	- \$17.04
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	\$9,333.04
Plus daily compensation owing for each day of occupation starting August 1, 2023	\$38.64 (per day)