



Order under Section 69 of the Residential Tenancies Act, 2006

Citation: 2315820 Ontario Limited v Igglesden, 2023 ONLTB 58442

Date: August 23, 2023

File Number: LTB-L-026975-23

In the matter of: 406, 40 BEATY AVENUE
TORONTO, ON M6K3B4

Between: 2315820 Ontario Limited Landlord

and

Jamar Igglesden Tenant

2315820 Ontario Limited (the 'Landlord') applied in this L1 application for an order to terminate the tenancy and evict Jamar Igglesden (the 'Tenant') because the Landlord claimed that the Tenant did not pay the rent that he owes.

This application was heard by videoconference on August 1, 2023. The Landlord's legal representative David Ciobotaru attended for the Landlord.

As of 3:33pm (the hearing was scheduled to start at 1pm) the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn or reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence as allowed by section 7 of the *Statutory Powers Procedure Act*.

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. When the L1 application was filed with the Board and continuing as of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent was \$1,378.62 when the application was filed and has remained unchanged. Rent is due on the first (1st) day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$45.32. This amount is calculated as follows: \$1,378.62 x 12 months, divided by 365 days.
5. As of the hearing date, the Tenant had made no payments since the application was filed.
6. After the application was filed, further rent became due for the months of April to July, 2023. As of the hearing date, the total amount of rent arrears currently owing up to July 31, 2023 is \$20,521.20.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Landlord's legal representative advised that his office had written to the Tenant on July 26, 2023, inviting a repayment plan. The letter was disclosed for the hearing. They heard nothing back from the Tenant. There was nothing else the Landlord's side knew about this Tenant or their circumstances.
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 Tenant) and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

11. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

Pay-and-Stay Option

12. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - **\$22,085.82*** if the payment is made on or before August 31, 2023 (see Schedule 1 Part A for how this amount was calculated).

OR

- **\$23,464.44**** if the payment is made after August 31, 2023 but on or before September 3, 2023 (see Schedule 1 Part B for how this amount was calculated).
13. 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 3, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

Pay-and-Go Option

14. **If the Tenant does not pay the amount required to void this order as set out in paragraph 12 above, then the Tenant must move out of the rental unit on or before September 3, 2023 (standard 11 days from the issuance date of this order).**

15. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$20,707.20***** (see schedule 1 Part C for how this amount was calculated). This amount includes rent arrears owing up to the date of the hearing and the cost of filing the L1 application.
16. The Tenant shall also pay the Landlord compensation of **\$45.32 per day** for the use of the unit starting **August 1, 2023** until the date the Tenant actually moves out of the rental unit or gets evicted by the Sheriff.
17. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
18. If the Tenant does not pay the Landlord the full amount owing on or before September 3, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 4, 2023 onwards at 6.00% annually on the balance outstanding.
19. If the unit is not vacated on or before September 3, 2023, then starting September 4, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
20. 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 4, 2023.

August 23, 2023

Date Issued

Michelle Tan

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 4, 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**

PAY-AND-STAY OPTION

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 arrears claimed on L1 Application, plus new rent that came due to August 31, 2023	\$21,899.82
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$22,085.82*

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made after August 31, 2023 but on or by September 3, 2023

Rent arrears claimed on L1 Application, plus new rent that came due to September 30, 2023	\$23,278.44
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$23,464.44**

PAY-AND-GO OPTION

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

Rent arrears claimed on L1 Application, plus new rent that came due to July 31, 2023	\$20,521.20
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Total amount owing to the Landlord	\$20,707.20***
Plus daily compensation owing for each day of occupation starting August 1, 2023	\$45.32 (per day)