

3. The lawful rent is \$1,950.00 and has remained unchanged since this application was filed. Rent is due on the twentieth (20th) day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12 months, divided by 365 days.
5. The Tenants paid \$6,750.00 since the L1 application was filed but before the hearing.
6. After the application was filed on March 31, 2023, further rent became due from April to August, 2023. As of the hearing date, the total amount of rent arrears currently owing up to August 19, 2023 is \$3,000.00.
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 \$1,950.00 from the Tenants on August 20, 2020 and this deposit is still being held by the Landlord. The rent deposit can only be applied to the final rental period of the tenancy if the tenancy is terminated. Interest is owing on the rent deposit from the date of collection (August 20, 2020) to the termination date in the N4 Notice of Termination (March 25, 2023).
9. The Landlord's legal representative advised that the Landlord's agent had phone conversations with the Tenants on June 30 and July 25, 2023 where the possibility of resolution was discussed. The Tenants were invited to come up with a repayment plan but no concrete plans were formed.
10. The Landlord's legal representative advised that the Landlord did not know many circumstances about these Tenants other than they seem to be in their 60s, were employed, and had no young children or infants.
11. Since the Tenants had demonstrated an attempt to pay down some of the arrears in recent months (\$6,750.00 paid since the L1 application was filed), the Landlord's legal representative submitted that the Landlord was willing to provide an extended void/termination date, giving the Tenants some more time than the usual 11 standard days. 45 days was provided as a reasonable amount of time to extend the void/eviction date, to allow these Tenants more time to either postpone their eviction, or to give them 1.5 months to void the order and pay off the balance of arrears and costs.
12. 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 Tenants) and find that it would be unfair to postpone the eviction until October 7, 2023 pursuant to subsection 83(1) of the Act and the submissions from the Landlord's legal representative requesting 45 days.

It is ordered that:

13. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order. If the Tenants made any payments after the hearing but before the issuance of this order, the calculations below shall be deducted by those amounts paid.

Pay-and-Stay-Option

14. The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:
- \$5,136.00* if the payment is made on or before September 19, 2023 (see Schedule 1 Part A for how this amount was calculated).
- OR
- \$7,086.00** if the payment is made after September 19, 2023 but on or before October 7, 2023 (see Schedule 1 Part B for how this amount was calculated).
15. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants paid the full amount owing as ordered plus any additional rent that became due after October 7, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

Pay-and-Go Option

16. If the Tenants do not pay the amount required to void this order as set out in paragraph 14 above, then the Tenants must move out of the rental unit on or before October 7, 2023 (45 days after the issuance date of this order).
17. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,085.75*** (see Schedule 1 Part C for how this amount was calculated). This amount includes rent arrears owing up to the extended void/termination date of October 7, 2023, plus 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.
18. The Tenants shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting October 8, 2023 until the date the Tenants actually move out of the rental unit or get evicted by the Sheriff.
19. If the Tenants do not pay the Landlord the full amount owing on or before October 7, 2023, the Tenants will start to owe interest. This will be simple interest calculated from October 8, 2023 onwards at 6.00% annually on the balance outstanding.
20. If the rental unit is not vacated on or before October 7, 2023, then starting October 8, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
21. 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 8, 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 April 8, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 19, 2023

Rent arrears claimed on L1 application, plus new rent that came due to September 19, 2023	\$11,700.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,750.00
Total the Tenants must pay to continue the tenancy	\$5,136.00*

- B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made after September 19, 2023 but on or before October 7, 2023

Rent arrears claimed on L1 application, plus new rent that came due to October 7, 2023	\$13,650.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,750.00
Total the Tenants must pay to continue the tenancy	\$7,086.00**

PAY-AND-GO OPTION

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

Rent arrears claimed on L1 application, plus new rent that came due to the postponed void/termination date of October 7, 2023	\$13,650.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$6,750.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$50.25
Total amount owing to the Landlord	\$5,085.75***
Plus daily compensation owing for each day of occupation starting October 8, 2023	\$64.11 (per day)

