



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

**Citation:** Ottawa Community Housing v Richards, 2023 ONLTB 57699

**Date:** 2023-08-21

**File Number:** LTB-L-026140-23

**In the matter of:** 24 FINLAND PVT  
OTTAWA ON K1T3P2

**Between:** Ottawa Community Housing Landlord

**And**

Philip Richards Tenant

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Philip Richards (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 representative Beth Cumming 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 \$426.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$14.01. This amount is calculated as follows: \$426.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. After the application was filed, the Tenant received a credit of \$5,985.00 as the rent was reduced from \$1,125.00 to \$426.00 on May 05, 2022.

7. The rent arrears owing to July 31, 2023 are \$5,101.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Landlord sought a standard order because the Tenant's offer to pay \$100.00 monthly for 52 months is unrealistic and may put the Landlord in further financial distress. The Landlord claims that the Tenant has not made any payment since July 2022, and the Landlord cannot grant the Tenant a payment plan of less than \$221.00 a month. The Landlord claims that any order other than a standard eviction order will be prejudicial as the arrears are significant.
11. The Tenant does not dispute the rent arrears but submitted that he had difficulties paying the rent when the Landlord changed his monthly subsidized rent payment from about \$500.00 to \$1,125.00 market price. The Tenant explained that he lost his subsidized rent because his daughter did not provide the Landlord with the necessary documentation to calculate their rent.
12. The Tenant testified that he is in a family recovery claim, which leaves him with only \$440.00 monthly earnings, which makes it impossible to pay the \$826.00 monthly rent and expenses. The Tenant sought a postponed eviction to give him some time to pay the arrears and continue the tenancy since his daughter works as a support worker and will contribute towards the rent arrears and monthly expenses.
13. On a balance, 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 not be unfair to postpone the eviction until September 30, 2023 pursuant to subsection 83(1)(b) of the Act to give the Tenant sufficient time to pay the arrears and continue the tenancy, as preferred by the Landlord.

**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:**
  - \$5,287.00 if the payment is made on or before August 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$5,713.00 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 \$5,287.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$14.01 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 1, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 2, 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 21, 2023**

**Date Issued**

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Percy Laryea

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	\$11,086.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$5,985.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$5,287.00</b>

**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	\$11,512.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$5,985.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$5,713.00</b>

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

Rent Owing To Hearing Date	\$11,086.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$5,985.00
<b>Total amount owing to the Landlord</b>	<b>\$5,287.00</b>

Plus daily compensation owing for each day of occupation starting August 1, 2023	\$14.01 (per day)
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