



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ridgevest Developments Limited v Douglas, 2023 ONLTB 56522

Date: 2023-08-21

File Number: LTB-L-028571-23

In the matter of: 620, 800 LANSDOWNE AVE TORONTO
ON M6H4K3

Between: Ridgevest Developments Limited Landlord

and

Neal Benson Douglas Tenant

Ridgevest Developments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Neal Benson Douglas (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 3, 2023.

The Landlord's Legal Representative, Mark Ciobotaru, 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 \$1,867.14. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.39. This amount is calculated as follows: \$1,867.14 x 12, divided by 365 days.
5. The parties agreed the Tenant has paid \$3,600.00 to the Landlord since the application was filed.
6. The parties agreed the rent arrears owing to August 31, 2023 are \$17,113.72.

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 \$1,821.60 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 \$26.82 is owing to the Tenant for the period from January 1, 2023 to August 3, 2023.
10. The Landlord is seeking a standard termination order. The Landlord's legal representative said that the Tenant owed significant arrears in 2021 to 2022 and that the Tenant breached a conditional order for repayment of the arrears at that time. He submits that the Tenant did manage to pay the full balance owing in July 2022, but the arrears are again substantial. This was not disputed by the Tenant.
11. The Tenant is seeking to preserve the tenancy. The Tenant testified that he can pay \$1,132.86 towards the arrears, in addition to the full rent each month, until the arrears are paid off.
12. We find that it would not be fair in the circumstances to impose a repayment plan as we are not satisfied that the Tenant would abide by it for two reasons. First, since the application was filed, although the Tenant has made payments towards the rent arrears, the Tenant has not paid the rent in full, despite now having full time employment. Second, the Tenant did not abide by the previous payment plan ordered in 2021.
13. We 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 15, 2023 pursuant to subsection 83(1)(b) of the Act.
14. The Tenant requested that eviction be postponed for two months so that he could save money and find another place to live. The arrears are substantial and have continued to increase, despite the Tenant having started to work again. The Tenant is a single parent to two children. The eviction is being postponed to provide the Tenant with time to find new living arrangements. Considering all of the above, it would be fair to postpone the eviction to September 15, 2023 and it would be unfair to postpone the eviction further.

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:**
 - \$17,299.72 if the payment is made on or before August 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$19,166.86 if the payment is made on or before September 15, 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 15, 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 15, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,768.33. 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 \$61.39 per day for the use of the unit starting August 4, 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 15, 2023, then starting September 16, 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 16, 2023.

2023 ONLTB 56522 (CanLII)

August 21, 2023

Date Issued

Candace Aboussafy

Member, Landlord and Tenant Board

August 21, 2023

Date Issued

Amanda Kovats

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 16, 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	\$20,713.72
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
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	\$17,299.72

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 15, 2023

Rent Owing to September 30, 2023	\$22,580.86
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00
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	\$19,166.86

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

Rent Owing to Hearing Date	\$19,030.75
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,600.00

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	- \$1,821.60
Less the amount of the interest on the last month's rent deposit	- \$26.82
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	\$13,768.33
Plus daily compensation owing for each day of occupation starting August 4, 2023	\$61.39 (per day)