



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2030251 ONTARIO INC. v Gregersen, 2023 ONLTB 54476

Date: 2023-08-08

File Number: LTB-L-016384-22

In the matter of: 201, 100 ROWENA DR
NORTH YORK ON M3A1P9

Between: 2030251 ONTARIO INC. Landlord

And

Larry Douglas Gregersen Tenant

2030251 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Larry Douglas Gregersen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on July 19, 2023. The Landlord's legal representative Maria Bloch 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 \$1,318.56. It is due on the 1st day of each month. The monthly rent increased above the guideline pursuant to order TNL-05705-18 issued on June 7, 2022.
4. As a result of the Above Guideline Increase (AGI) order, the Tenant also owes \$1,105.08 for the retroactive rent increase from December 1, 2018.
5. Based on the Monthly rent, the daily rent/compensation is \$43.35. This amount is calculated as follows: $\$1,318.56 \times 12$, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to July 31, 2023 are \$26,820.55.
8. The Landlord is entitled to \$60.00 to reimburse the Landlord for administration charges and \$15.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenant which were returned NSF.

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,279.05 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.
11. Interest on the rent deposit, in the amount of \$35.59 is owing to the Tenant for the period from December 1, 2020 to July 19, 2023.

Relief from eviction:

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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The arrears of rent are substantial and approaching the Board's monetary jurisdiction. The Tenant has also made no payments to the Landlord since the application was filed in March 2022. The application was previously before the Board on September 29, 2022 and adjourned due to insufficient time in the hearing block. The Member who adjourned that hearing issued an interim order on October 4, 2022 requiring the Tenant to pay any new rent in full and on time until the application returned to a hearing. The Tenant did not comply with this order.
14. At the hearing, the Tenant attempted to make a number of excuses for his non-payment. First the Tenant stated that the Landlord's staff was at fault for his three money order payments (the NSF claim) being returned and that because of this, he was unsure how to pay the Landlord going forward. The Landlord's represented submitted into evidence Bank statements from the Landlord's financial institution which confirms that the Money Orders were deposited and returned by the Bank. The Tenant provided no evidence to show that he contacted the financial institution who issued the Money Orders to confirm as to why they were returned or to remit a new payment.
15. The Tenant then attempted to justify his non-payment by alleging that the Landlord has failed to maintain the rental unit and residential complex and that because of this, his roommates vacated in 2022. The Tenant did not submit or disclose any evidence to the Landlord or to the Board in accordance with Rule 19.4 of the Board's Rules of Procedure. As such, the Tenant was not permitted to raise maintenance concerns pursuant to section 82 of the Act. Finally, the Tenant admitted that despite being employed since the application was filed, that he chose to prioritize other debts over the monthly rent.
16. Based on the above, I find that no relief from eviction is warranted. The Tenant has had sufficient income to pay the monthly rent since the application was filed. The evidence suggests that the Tenant has withheld payments from the Landlord due to his dissatisfaction with their management of the residential complex and chose to prioritize other expenses. Further, the Tenants non-compliance with the prior interim order issued suggests that the Tenant would not comply with a payment plan order issued by myself.
17. This Order contains all the reasons for this matter. No further reasons will issue.

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:**
 - \$28,400.11 if the payment is made on or before August 19, 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 August 19, 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 August 19, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$25,272.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$43.35 per day for the use of the unit starting July 20, 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 August 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 20, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 19, 2023, then starting August 20, 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 August 20, 2023.

August 8, 2023**Date Issued**

 Fabio Quattrococchi

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 February 20, 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 19, 2023

Rent Owing To August 31, 2023	\$28,139.11
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$28,400.11

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

Rent Owing To Hearing Date	\$26,325.64
Application Filing Fee	\$186.00
NSF Charges	\$75.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$1,279.05
Less the amount of the interest on the last month's rent deposit	- \$35.59
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	\$25,272.00
Plus daily compensation owing for each day of occupation starting July 20, 2023	\$43.35 (per day)