



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

**Citation:** Wilson v Bachan, 2023 ONLTB 51786

**Date:** 2023-07-26

**File Number:** LTB-L-021446-23

**In the matter of:** 1, 316 HWY 36  
Lindsay ON K9V4R4

**Between:** Nicole Wilson Landlord

**And**

Nicholas Bachan Tenant

Nicole Wilson (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Bachan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 6, 2023.

The Landlord 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 \$725.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$23.84. This amount is calculated as follows: \$725.00 x 12, divided by 365 days.
5. The Tenant has paid \$730.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2023 are \$2,900.00.
7. The Landlord collected a rent deposit of \$725.00 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.

8. Interest on the rent deposit, in the amount of \$10.83 is owing to the Tenant for the period from December 1, 2022 to July 6, 2023.
9. At the hearing, the Tenant stated that he has only recently become employed, however the hours he works are not consistent. The tenant proposed a payment plan of \$500.00/month on top of rent starting in August 2023, however when I asked the Tenant about his income, he was unable to give me a definitive answer about how much he makes. The Landlord was against any payment plan.
10. The Landlord submitted that she has very limited income, and due to the Tenant's failure to pay any rent, the Landlord is unable to pay bills. The Landlord is a single mother and stated that any payment plan less than the proposed arrangement would cause irreparable financial damage to her.
11. When asked about termination of the tenancy, the Tenant stated that he would need additional time to leave because of an injured back and allegedly broken knuckles. No evidence was presented to corroborate this testimony such as medical documents, however the Landlord did not challenge this evidence.
12. The Landlord stated that she would not be opposed to giving the Tenant extra time to vacate the unit or to pay all of the arrears, however she proposed a standard order of 30 days. The Tenant stated that this was fair.
13. 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 August 25, 2023, pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$2,900.00 if the payment is made on or before July 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$3,625.00 if the payment is made on or before August 25, 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 25, 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 25, 2023**

5. The Tenant shall also pay the Landlord compensation of \$23.84 per day for the use of the unit starting July 7, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before August 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 26, 2023 at 6.00% annually on the balance outstanding.
7. If the unit is not vacated on or before August 25, 2023, then starting August 26, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 26, 2023.

**July 26, 2023**

**Date Issued**

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Robert Brown

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 26, 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 July 31, 2023**

Rent Owing To July 31, 2023	\$3,630.00
Application Filing Fee	\$0.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$730.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$2,900.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 25, 2023**

Rent Owing To August 31, 2023	\$4,355.00
Application Filing Fee	\$0.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$730.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$3,625.00</b>

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

Rent Owing To Hearing Date	\$3,048.04
Application Filing Fee	\$0.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$730.00
<b>Less</b> the amount of the last month's rent deposit	- \$725.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$10.83
<b>Total amount owing to the Landlord</b>	<b>\$1,582.21</b>
Plus daily compensation owing for each day of occupation starting July 7, 2023	\$23.84 (per day)