



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

Citation: CENTENNIAL HOUSE LIMITED v Tansy, 2023 ONLTB 51773

Date: 2023-07-21

File Number: LTB-L-011252-22

In the matter of: 1001, 520 WELLINGTON ST
LONDON ON N6A3R2

Between: CENTENNIAL HOUSE LIMITED

Landlord

And

Tim Tansy and Brian Tansy

Tenants

CENTENNIAL HOUSE LIMITED (the 'Landlord') applied for an order to terminate the tenancy and evict Tim Tansy and Brian Tansy (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

A de novo hearing of this application was conducted by videoconference on July 14, 2023.

Only the Landlord's representative, Kenia Afolabi attended the hearing. As of 9:34 a.m. the Tenants were not present or represented at the hearing although properly served with the notice of this hearing by the Board.

The Tenants' Whereabouts

The Landlord's representative advised at 09:27 a.m. she had received an email from the Tenant, Tim Tansy indicating that he was unable to attend but did not offer any reason. She said on the morning of the original hearing he also contacted her and indicated he could not participate due to no internet or phone service.

I confirmed there was no record of either Tenant contacting the Board and advising of connectivity issues or requesting the hearing to be rescheduled. Consequently, the hearing moved forward with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$973.90. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.02. This amount is calculated as follows: \$973.90 x 12, divided by 365 days.
5. The Tenants have paid \$6,474.72 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2023 are \$11,860.70.
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 \$973.90 from the Tenanta 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 \$13.01 is owing to the Tenanta for the period from January 1, 2023 to July 14, 2023.
10. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,046.70 if the payment is made on or before July 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,020.60 if the payment is made on or before August 1, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent

that became due after August 1, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before August 1, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$10,534.17. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$32.02 per day for the use of the unit starting July 15, 2023 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before August 1, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 2, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 1, 2023, then starting August 2, 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 2, 2023.

2023 ONLTB 51773 (CanLII)

July 21, 2023

Date Issued

Troy Rossignol

Vice Chair, 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 2, 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	\$18,335.42
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Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,474.72
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	\$12,046.70

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 1, 2023

Rent Owing To August 31, 2023	\$19,309.32
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,474.72
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	\$13,020.60

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

Rent Owing To Hearing Date	\$17,809.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,474.72
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	- \$973.90
Less the amount of the interest on the last month's rent deposit	- \$13.01
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	\$10,534.17
Plus daily compensation owing for each day of occupation starting July 15, 2023	\$32.02 (per day)

