



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

**Citation:** Suite Jane Apartments v Lowe, 2023 ONLTB 50518

**Date:** 2023-07-21

**File Number:** LTB-L-064409-22

**In the matter of:** B6, 900 Jane Street Toronto  
ON M6N2N8

**Between:** Suite Jane Apartments Landlord

**And**

Jason Lowe Tenant

Suite Jane Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Lowe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 22, 2023.

The Landlord's agent, Ravi Sivalingam, and the Tenant attended the hearing. The Landlord was represented by Joey Kay.

### **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 \$1,328.81. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$43.69. This amount is calculated as follows: \$1,328.81 x 12, divided by 365 days.
5. The Tenant has paid \$6,877.39 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$4,929.90.
7. The Landlord seeks a standard voidable eleven-day order.

TENANT'S REQUEST FOR RELIEF

8. The Tenant does not dispute the arrears as claimed by the Landlord.
9. The Tenant submits he needs until August 31, 2023 to move out and is currently getting assistance on filing his own application for the maintenance issues he has been facing.
10. The Tenant has been the sole occupant of the rental unit since he moved in, in 2020.
11. The Tenant explains that while he did provide notice to move out on June 30, 2023, the place fell through and as such, he seeks more time to move out. The Tenant submits he can commit to paying the rent for July 2023 before July 7, 2023.
12. The Landlord was agreeable to the Tenant's request.

ANALYSIS

13. Based on the evidence before the Board, I find the arrears and costs owing to June 30, 2023 total \$5,115.90.
14. With respect to the Tenant's request for relief, as the Landlord does not oppose the request on the condition that July 2023 rent is paid by July 7, 2023, the Tenant's request is granted.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$750.00 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.
17. Interest on the rent deposit, in the amount of \$22.83 is owing to the Tenant for the period from February 1, 2022 to June 22, 2023.
18. 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 not be unfair to postpone the eviction until August 31, 2023 pursuant to subsection 83(1)(b) of the Act.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2023

2. If the unit is not vacated on or before August 31, 2023, then starting September 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 1, 2023.
4. The Tenant shall pay to the Landlord the rent for July 2023 in full on or before July 7, 2023.
5. If the Tenant fails to comply with paragraph 4 of this order, the Landlord may, without notice to the Tenant and within 30 days of the breach, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant **earlier than August 31, 2023** and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after June 30, 2023.
6. The last month rent deposit shall be applied towards the rent for August 2023.
7. The Tenant shall pay to the Landlord \$3,975.44. 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.
8. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2023 at 6.00% annually on the balance outstanding.

2023 ONL TB 50518 (CanLII)

**July 21, 2023**  
**Date Issued**

\_\_\_\_\_  
Sonia Anwar-Ali  
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 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 if the tenancy is terminated**

Rent Owing To Hearing Date	\$11,439.66
----------------------------	-------------

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	- \$6,877.39
<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	- \$750.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$22.83
<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	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$3,975.44</b>
Plus daily compensation owing for each day of occupation starting June 23, 2023	\$43.69 (per day)