



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rossvan Apartments v Pennant, 2023 ONLTB 50807

Date: 2023-07-20

File Number: LTB-L-005468-23

In the matter of: 40-79 Clearview Heights
York, ON M6M 2A4

Between: Rossvan Apartments Landlord

And

Ariel Pennant Tenant

Rossvan Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Ariel Pennant (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative Jason Paine, the Tenant and the Tenant's Legal Representative Kayvon Vakili attended the hearing.

Determinations:

Adjournment Request

1. The Tenant's Legal Representative requested an adjournment of the matter in order to obtain evidence and to secure the attendance of witnesses the Tenant intends to call with respect to her application.
2. The Tenant's Legal Representative refused to disclose precisely what issues the Tenant intends to raise but submitted that he needed additional time in order to find these witnesses. The Tenant's Legal Representative submitted that he had been retained by the Tenant 1 or 2 weeks prior to the hearing.
3. The Landlord's Legal Representative submitted that the Tenant had been aware of the application for some time and submitted that it would be prejudicial to the Landlord to adjourn the matter, as the Tenant had had ample time to prepare her case prior to the hearing.
4. The Tenant's Legal Representative admitted that he had not contacted the Landlord or the Landlord's Legal Representative prior to that date to canvass a possible adjournment of the matter. As such, based on the evidence of both parties the Tenant's request to adjourn the matter was denied. The Tenant had more than ample time to retain counsel and prepare her case prior to the hearing date. Further, the Tenant's Legal Representative

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refused to disclose just what issues the Tenant intended on raising which led to the adjournment request.

Landlord's Application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,127.50. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$37.07. This amount is calculated as follows: \$1,127.50 x 12, divided by 365 days.
9. The Tenant has paid \$800.00 to the Landlord since the application was filed.
10. The rent arrears owing to June 30, 2023 are \$13,085.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,127.50 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.
13. Interest on the rent deposit, in the amount of \$12.12 is owing to the Tenant for the period from January 1, 2023 to June 6, 2023.

Section 83 Considerations

14. The Tenant refused to respond to the Landlord's evidence and did not provide any submissions or evidence with respect to the Tenant's circumstances. Further, the Tenant's Legal Representative submitted that the Tenant would not propose a payment plan.
15. 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 July 31, 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:**
 - \$14,398.50 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,226.30. 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 \$37.07 per day for the use of the unit starting June 7, 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 July 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2023, then starting August 1, 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 1, 2023.

July 20, 2023
Date Issued

Jagger Benham
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 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 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	\$15,012.50
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$800.00
Total the Tenant must pay to continue the tenancy	\$14,398.50

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

Rent Owing To Hearing Date	\$12,979.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$800.00
Less the amount of the last month's rent deposit	- \$1,127.50
Less the amount of the interest on the last month's rent deposit	- \$12.12
Total amount owing to the Landlord	\$11,226.30
Plus daily compensation owing for each day of occupation starting June 7, 2023	\$37.07 (per day)