



Order under Section 69 Residential Tenancies Act, 2006

Citation: LS GP Inc v Monette, 2023 ONLTB 51252

Date: 2023-07-18

File Number: LTB-L-019134-23

In the matter of: A, 2266 HALIFAX DR
OTTAWA ON K1G2W6

Between: LS GP Inc Landlord

And

Andre Monette Tenants
Patricia Lebrun

LS GP Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Andre Monette and Patricia Lebrun (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's legal representative Anna Skelly and the Tenant, Andre Monette attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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. Both parties consented to amending the Landlord's L1 application to reflect that for the period of February 1, 2023, to February 28, 2023, the Tenants paid \$1,800.00 to the Landlord. As a result of this amendment, the total arrears claimed on the application is \$4,700.00.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
6. The Tenants has not made any payments since the application was filed.
7. The rent arrears owing to June 30, 2023, are \$12,200.00.

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8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,500.00 from the Tenants 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.
10. Interest on the rent deposit, in the amount of \$33.05 is owing to the Tenants for the period from December 12, 2022, to June 22, 2023.
11. 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 12, 2023, pursuant to subsection 83(1)(b) of the Act.
12. At the hearing, the Tenant- Andre Monette testified that the City of Ottawa will pay the outstanding arrears and that this balance will be cleared by the end of July 2023. He claimed that he has a scheduled appointment with the City of Ottawa on Monday – which I understand to be June 26, 2023, to sign paperwork related to the rental assistance program (Ontario Works). Mr. Monette further argued that the reason why the Tenants were not able to pay their rent was because they were both diagnosed with Cancer and that the treatment for Mr. Monette has ended. The illness impacted their ability to pay their rent due to the Tenants travelling to the Hospital.
13. Mr. Monette further testified that their monthly income is \$3,534.58 (which they receive from Canadian Pension Plan and Old Age Security (OAS)) and their monthly expenses are \$231.00.
14. The Landlord's legal representative claimed that the monthly expenses articulated by the Tenant, Andre Monette, is not reliable because he failed to consider other miscellaneous expenses (for example: insurance, food, and hydro) and further argued that it does not take weeks, but rather a few days for the remittance of the rental assistance payments. She advised that a Standard Order with a short extension would be reasonable.
15. Considering all the circumstances, I find that it would not be unfair to postpone the eviction to August 12, 2023. Mr. Monette did not provide sufficient documentary evidence to corroborate the Tenants' earnings or provide written confirmation that an appointment was scheduled with Ontario works for the payment of the arrears. Neither did Mr. Monette call as a witness, the person with whom the appointment was scheduled with, to support his claims. The amount of the arrears is substantial. While I am sympathetic to the Tenants' illness, the Tenants have not made any good faith payments since the application was filed.
16. Ultimately, I am not satisfied that the tenancy is viable. The Landlord's legal representative is agreeable to a short extension for eviction. The eviction is postponed to August 12, 2023. This extension will allow additional time for the Tenants to find either alternative accommodation or voiding this Order.

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:**
 - \$14,886.00 if the payment is made on or before July 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,386.00 if the payment is made on or before August 12, 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 12, 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 12, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,161.13. 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 \$82.19 per day for the use of the unit starting June 23, 2023, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before August 12, 2023, the Tenants will start to owe interest. This will be simple interest calculated from August 13, 2023, at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 12, 2023, then starting August 13, 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 13, 2023.

July 18, 2023
Date Issued

Inderdeep Padda
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 13, 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 Tenants 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	\$14,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$14,886.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 12, 2023

Rent Owing to August 31, 2023	\$17,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$17,386.00

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

Rent Owing to Hearing Date	\$11,508.18
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$33.05
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$9,161.13
Plus, daily compensation owing for each day of occupation starting June 23, 2023	\$82.19 (per day)