



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** ORR v SAMPSON, 2023 ONLTB 49365

**Date:** 2023-07-14

**File Number:** LTB-L-024119-23

**In the matter of:** 603, 2900 BATTLEFORD ROAD  
MISSISSAUGA ON L5N2V9

**Between:** MAGDA ORR Landlord

**And**

EMMANUEL SAMPSON and DAVONICA JOSEPH Tenants

MAGDA ORR (the 'Landlord') applied for an order to terminate the tenancy and evict EMMANUEL SAMPSON and DAVONICA JOSEPH (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 and the Tenant Emmanuel Sampson 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. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$15,500.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,150.00 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.

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9. Interest on the rent deposit, in the amount of \$63.79 is owing to the Tenants for the period from October 8, 2021 to June 22, 2023.
10. The Tenants request relief from eviction in the form of a repayment plan. The Tenant Emmanuel Sampson ('E.S') testified that the Tenants could pay between \$500.00 – \$800.00 towards the arrears each month.
11. E.S testified that he is a contractor who started making less money because he was held responsible for some property damage at work and the damages were taken from his paycheck. E.S testified that his wife also lost her job. E.S testified that he is no longer having his paycheck garnished and is now taking home \$4,000.00 – \$5,000.00 monthly.
12. The Landlord is opposed to a repayment plan as she has already been accommodating towards the Tenants in terms of accepting late payments and rent paid in installments, but significant arrears persist. The Landlord also testified that the Tenants have not made the partial payments they promised in the past.
13. I am not satisfied that imposing a repayment plan would be fair in the circumstances because I am not satisfied that the Tenants would abide by it. While E.S was making less money because of a property damage incident at work, he was still taking home some money during that period. However, no rent payments were made in January 2023 and only partial payments were made in the remaining months from November 2022 to April 2023. Additionally at the time of the hearing the Tenants had not yet made any payments for June 2023. The Tenants have also not abided by payment installments they told the Landlord they would make in the past.
14. I am also not satisfied that imposing a repayment plan would be fair in the circumstances because it would take approximately between 1.5 years and 2.5 years for the arrears to be paid off with the Tenants' proposed repayment plan. That is not a fair timeframe to the Landlord because the outstanding arrears are very significant and the Landlord has already waited a significant period for repayment.
15. The Tenants request that the eviction be postpone by one to two months. E.S testified that he has no family support to turn to and him and his wife need time to find new living accommodations.
16. The Landlord is opposed to any delay and testified that she is taking on debt while the Tenants do not pay their rent. The Landlord testified that she has four children, and she relies on the rental income to cover her expenses.
17. 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. This is to provide the Tenants with time to find new living arrangements. However, I have declined to postpone the eviction any further than July 31, 2023 as the outstanding arrears are significant and the Landlord has been waiting for full repayment for a significant period.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.

2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$17,851.00 if the payment is made on or before July 31, 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 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 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 July 31, 2023.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,892.17. 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 \$70.68 per day for the use of the unit starting June 23, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before July 25, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 26, 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 14, 2023**  
**Date Issued**

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 Amanda Kovats  
 Member, Landlord and Tenants 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 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	\$18,950.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,300.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$17,851.00</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$16,204.96
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,300.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,150.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$63.79
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$12,892.17</b>
Plus daily compensation owing for each day of occupation starting June 23, 2023	\$70.68 (per day)