



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** St. Thomas - Elgin Social Services v Fowler, 2023 ONLTB 49356

**Date:** 2023-07-12

**File Number:** LTB-L-003115-23

**In the matter of:** 12 SIMCOE ST  
ST THOMAS ON N5R4L8

**Between:** St. Thomas - Elgin Social Services Landlord

**And**

Jessica Fowler Tenant

St. Thomas - Elgin Social Services (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Fowler (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 representative Joe Devries and the Tenant attended the hearing.

### 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 \$904.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.72. This amount is calculated as follows: \$904.00 x 12, divided by 365 days.
5. The Tenant has paid \$555.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$4,055.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant requests relief from eviction in the form of a repayment plan. However, the Tenant testified that she can only afford to pay her original rent which was \$85.00 before she lost her subsidy, plus \$40.00 - \$50.00 additional each month. As the lawful rent is now

\$904.00 the Tenant cannot afford the monthly rent and a payment plan would not be fair to impose in the circumstances.

10. The parties did previously have a repayment agreement, but the Tenant did not make the scheduled payments.
11. The Tenant requests a delayed eviction by 6 months to find work and a new place to live for herself and her daughter.
12. The Landlord is opposed to any delay of the eviction.
13. 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 Tenant with time to find new living accommodations. 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 repayment for a long period.

**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 or to the LTB in trust:**
  - \$5,145.00 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 \$3,990.84. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$29.72 per day for the use of the unit starting June 23, 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 23, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 24, 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 12, 2023**  
**Date Issued**

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Amanda Kovats  
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	\$5,514.00
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	- \$555.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<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 the Tenant must pay to continue the tenancy</b>	<b>\$5,145.00</b>

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

Rent Owing To Hearing Date	\$4,359.84
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	- \$555.00
<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	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<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>\$3,990.84</b>
Plus daily compensation owing for each day of occupation starting June 23, 2023	\$29.72 (per day)