



Order under Section 69 Residential Tenancies Act, 2006

Citation: Silicon North Real Estate Corp c/o Domus Inc. v Milly, 2023 ONLTB 49352

Date: 2023-07-11

File Number: LTB-L-012253-23

In the matter of: A1, 428 LANCASTER ST W
KITCHENER ON N2H4V9

Between: Silicon North Real Estate Corp c/o Domus Inc. Landlord

And

Terry Milly and Elisa Harris Tenants

Silicon North Real Estate Corp c/o Domus Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Terry Milly and Elisa Harris (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord's representative Prathana Bhat and the Tenant Terry Milly 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 Tenant Terry Milly was still in possession of the rental unit. The Tenant Elisa Harris moved out of the rental unit two months prior to the hearing but was in possession when the application was filed. As the tenancy is joint tenancy Ms. Harris will remain on the application.
3. The lawful rent is \$1,462.34. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.08. This amount is calculated as follows: \$1,462.34 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$7,786.38.

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7. The Landlord is entitled to \$140.00 to reimburse the Landlord for administration charges and \$35.00 for bank fees the Landlord incurred as a result of 7 cheques given by or on behalf of the Tenants which was returned NSF.
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 \$1,445.00 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 \$34.47 is owing to the Tenants for the period from June 28, 2021 to June 22, 2023.
11. The parties previously had a repayment agreement, but the agreed upon payments were not made by the Tenants. The Tenant does not seek to maintain the tenancy with another repayment agreement.
12. The Tenant Terry Milly seeks a delayed eviction by 60 days to find somewhere new to live for himself and his dog.
13. The Landlord is opposed to any delay of the eviction.
14. 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 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 repayment for long period of time.

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:**
 - \$9,609.72 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 \$6,263.33. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$48.08 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 22, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 23, 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 11, 2023
Date Issued

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	\$9,248.72
Application Filing Fee	\$186.00
NSF Charges	\$175.00
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
Total the Tenants must pay to continue the tenancy	\$9,609.72

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

Rent Owing To Hearing Date	\$7,381.80
Application Filing Fee	\$186.00
NSF Charges	\$175.00
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	- \$1,445.00
Less the amount of the interest on the last month's rent deposit	- \$34.47
Total amount owing to the Landlord	\$6,263.33
Plus daily compensation owing for each day of occupation starting June 23, 2023	\$48.08 (per day)