



Order under Section 69 Residential Tenancies Act, 2006

Citation: Walcott Properties Inc. v Hancock, 2023 ONLTB 49075

Date: 2023-07-10

File Number: LTB-L-033551-22

In the matter of: B, 8 BROAD ST
BRANTFORD ON N3R4E3

Between: Walcott Properties Inc. Landlord

And

Roland Hancock Tenant

Walcott Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Roland Hancock (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 15, 2023. Only the Landlord's legal representative, A. Friel, attended the hearing. As of 9:30 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

After the hearing., the Tenant called into the hearing room. The Tenant was advised the matter proceeded without him

Determinations:

L1 Application

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 \$1,500.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,300.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$20,250.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,500.00 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.
9. Interest on the rent deposit, in the amount of \$66.49 is owing to the Tenant for the period from March 1, 2021 to June 15, 2023.

L2 Application

10. The Landlord applied for an order to terminate the tenancy and evict the Tenants because the Tenant persistently failed to pay rent when it was due. The Landlord served on the Tenant an N8 notice to terminate on May 25, 2022.
11. Rent is due on the first of each month.
12. As per the N8 Notice, the Tenant had not paid rent in full by the first of the month seven times.
13. The Tenant has persistently failed to pay the rent on the date it was due.

Relief from Eviction

14. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. Pursuant to section 83(6), the Landlord submitted that several attempts were made to negotiate a repayment plan. However, the Tenant was unresponsive. I am satisfied that the Landlord attempted to negotiate a payment agreement with the Tenant.
16. Regarding section 83(2), the Tenant was not present to disclose any circumstances for me to consider delaying or denying eviction. Further, the Landlord was not aware of any of the Tenant's circumstances for me to consider delaying or denying eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 21, 2023.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$20,109.31. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord daily rent/compensation of \$49.32 per day for the use of the unit starting June 16, 2023 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before July 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 22, 2023 at 6.00% annually on the balance outstanding.
6. If the unit is not vacated on or before July 21, 2023, then starting July 22, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 July 22, 2023.

2023 ONL TB 49075 (CanLII)

July 10, 2023

Date Issued

 Camille Tancioco
 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 January 22, 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 as the tenancy is terminated

Rent Owing To Hearing Date	\$25,789.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,300.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$66.49
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$20,109.31
Plus daily compensation owing for each day of occupation starting June 16, 2023	\$49.32 (per day)