



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** 666 Ontario Street Apartments v Katalin Makula, 2023 ONLTB 46525

**Date:** 2023-06-30

**File Number:** LTB-L-075279-22

**In the matter of:** 209, 666 ONTARIO ST TORONTO  
ON M4X1N1

**Between:** 666 Ontario Street Apartments Landlord

**And**

Katalin Makula Tenant

666 Ontario Street Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Katalin Makula (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on June 19, 2023. The Landlord's legal representative, Nidhi Sharma, and the Tenant attended the hearing. The Hungarian interpreter, Agneza Vujkov, provided translation services to the Tenant.

### **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 \$1,467.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.24. This amount is calculated as follows: \$1,467.40 x 12, divided by 365 days.
5. The Tenant has paid \$2,568.00 to the Landlord since the application was filed.

6. The rent arrears owing to June 30, 2023 are \$8,774.80.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant 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 \$1,550.00 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.
10. Interest on the rent deposit, in the amount of \$46.42 is owing to the Tenant for the period from October 1, 2021 to June 19, 2023.

*Section 83 considerations*

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
12. The Tenant testified that for over four years, she has received \$1,100.00 a month in social assistance. She acknowledges that at that amount, she is unable to afford the rent on her own. She stated that it was never her intention to live alone and that she is waiting for someone to move in with her to help with the cost of the rent.
13. The Tenant indicated that she is sick and can not work anymore. She applied for disability a year ago but was denied and has recently retained a lawyer to file a review on her behalf. She plans on using the money she receives from disability towards the arrears and then pay \$50.00 a month towards the arrears. She also intends to begin working one or two days a week and will earn approximately \$700.00 to \$800.00 a month on top of the benefits she will receive.
14. I do not find the Tenant's proposal to be realistic. The Tenant's proposal is based on hypotheticals. First, the Tenant's initial application to disability was denied. There is no evidence before me establishing that her review will be successful. Second, the Tenant stated that she will work one or two days a week but admitted she has received no offers of employment. Finally, no evidence was presented confirming who will be moving in with the Tenant or their ability to pay the rent.
15. The evidence before me establishes that the Tenant is unable to afford the monthly rent. She is also unable to make any payments towards the arrears. The arrears are substantial and given the Tenant's inability to pay the rent and arrears, I find it would be prejudicial to the Landlord to delay or deny the eviction.

**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:**
  - \$8,980.80 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$10,448.20 if the payment is made on or before July 11, 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 11, 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 11, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,833.54. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$48.24 per day for the use of the unit starting June 20, 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 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 12, 2023 at 6.00% annually on the balance outstanding.

8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before July 11, 2023, then starting July 12, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 12, 2023.

**June 30, 2023**

**Date Issued**

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Dawn Sullivan

Vice Chair, 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 12, 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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 June 30, 2023**

Rent Owing To June 30, 2023	\$11,342.80
Application Filing Fee	\$186.00
NSF Charges	\$20.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,568.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$8,980.80</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 11, 2023**

Rent Owing To July 31, 2023	\$12,810.20
Application Filing Fee	\$186.00
NSF Charges	\$20.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,568.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,448.20</b>

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

Rent Owing To Hearing Date	\$10,791.96
Application Filing Fee	\$186.00
NSF Charges	\$20.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,568.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,550.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$46.42
<b>Total amount owing to the Landlord</b>	<b>\$6,833.54</b>
Plus daily compensation owing for each day of occupation starting June 20, 2023	\$48.24 (per day)