



Order under Section 69 Residential Tenancies Act, 2006

Citation: OLD OAK PROPERTIES INC. v Anthony Laing, 2023 ONLTB 46499

Date: 2023-06-30

File Number: LTB-L-068860-22

In the matter of: 306, 1128 ADELAIDE ST N
LONDON ON N5Y2N7

Between: Old Oak Properties Inc . Landlord

And

Anthony Laing Tenant

Old Oak Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Laing (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 8, 2023. The Landlord's legal representative, R. King, the Tenant, and their support person, M. Myers 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 \$908.38. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.86. This amount is calculated as follows: \$908.38 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$25,316.17.
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. 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.
10. The Tenant has lived in the rental unit since 2017 and is a recipient of ODSP. The Tenant submitted that he has been suffering from depression. During the hearing he had his support person testify as a witness. Ms. Myers testified that she is a transitional case manager who assists the tenant with his daily goals and that the Tenant is also supported by Canadian Mental Health ('CMHA') and that there are supports in place to find the Tenant alternative accommodations.
11. The Tenant testified that he would like to vacate the apartment and requested 4 months to find alternative accommodations. The Landlord did not agree.
12. Given the amount of arrears, 4 months to find accommodations would be severely prejudicial on the Landlord. I appreciate the fact that the Tenant may be struggling with battles of their own, however the Tenant has not made a single rent payment since the application was filed and has consistently been receiving income. The Tenant also confirmed that there are supports in place to assist him in finding alternative accommodations.
13. I find the above termination date to be fair in the circumstances. The delay is not so extensive that it would severely prejudice the Landlord and it affords the Tenant the opportunity to find alternative accommodations.

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:**
 - \$26,410.55 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$27,318.93 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 \$24,832.67. 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 \$29.86 per day for the use of the unit starting May 9, 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 31, 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 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.
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 August 1, 2023.

2023 ONLTB 46499 (CanLII)

June 30, 2023

Date Issued

Curtis Begg

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 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.

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	\$26,224.55
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$26,410.55

B. 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	\$27,132.93
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$27,318.93

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

Rent Owing To Hearing Date	\$24,646.67
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00

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	\$24,832.67
Plus daily compensation owing for each day of occupation starting May 9, 2023	\$29.86 (per day)