



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mario Griffiths v Jessica Martin, 2023 ONLTB 46782

Date: 2023-06-29

File Number: LTB-L-063718-22

In the matter of: 2, 184 HELLEMS AVE
WELLAND ON L3B3B4

Between: Johnathan Van Landlords
Mario Griffiths

And

Jessica Martin Tenant

Johnathan Van and Mario Griffiths (the 'Landlords') applied for an order to terminate the tenancy and evict Jessica Martin (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, J. Struthers and the Tenant attended the hearing.

Determinations:

1. The Landlords 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 \$1,375.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.21. This amount is calculated as follows: \$1,375.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to May 31, 2023 are \$14,124.82.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,375.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$40.87 is owing to the Tenant for the period from March 1, 2022 to May 8, 2023.

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlords 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.
11. This tenancy is relatively short as the Tenant moved in March of 2022. The Tenant testified at the hearing that the reason for the arrears was due to her hours being reduced with her employment. However, at the time of the hearing the Tenant had returned to work for a considerable amount of time yet had not made any payments to the Landlord since the application was filed.
12. The Tenant also stated that she prioritized other bills over her rent and was saving for a new car. Essentially over the last 8 months the Landlords have been financing the tenant's lifestyle.
13. The Tenant has received approximately 45 days since the hearing to either find other accommodations or pay back the rent that the Tenant owes and shall receive additional time due to the inevitable delay due to the Landlord enforcing this order through the Sheriff's office. No additional time shall be given.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$15,685.82 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,060.82 if the payment is made on or before July 10, 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 10, 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 10, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$11,881.63. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlords 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 Landlords compensation of \$45.21 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 Landlords the full amount owing on or before July 10, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 11, 2023 at 6.00% annually on the balance outstanding.
8. The Landlords 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 10, 2023, then starting July 11, 2023, the Landlords 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 Landlords on or after July 11, 2023.

2023 ONLTB 46782 (CanLII)

June 29, 2023

Date Issued

Curtis Begg

Member, Landlords 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 11, 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	\$15,499.82
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords 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 Landlords 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	\$15,685.82

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 10, 2023

Rent Owing To July 31, 2023	\$16,874.82
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords 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 Landlords 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	\$17,060.82

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

Rent Owing To Hearing Date	\$13,111.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords 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	- \$1,375.00
Less the amount of the interest on the last month's rent deposit	- \$40.87
Less the amount the Landlords 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 Landlords	\$11,881.63
Plus daily compensation owing for each day of occupation starting May 9, 2023	\$45.21 (per day)

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