



Order under Section 69 Residential Tenancies Act, 2006

Citation: Mena Labib v Denise Walker, 2023 ONLTB 45057

Date: 2023-06-27

File Number: LTB-L-081803-22

In the matter of: 1260 WINTERGREEN PL
MILTON ON L9E1S3

Between: Jonya Labib Landlords
Mena Labib

And

Denise Walker Tenant

Jonya Labib and Mena Labib (the 'Landlords') applied for an order to terminate the tenancy and evict Denise Walker (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 6, 2023.

The Landlord Mena Labib 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 \$2,550.00. It is due on the 27th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,550.00 to the Landlords since the application was filed.
6. The rent arrears owing to June 26, 2023 are \$15,300.00.
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 \$2,550.00 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 \$27.42 is owing to the Tenant for the period from October 27, 2021 to June 6, 2023.

Section 83 considerations

10. 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 15, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord testified that he and his sister bought this place together, but this non-payment of rent has really affected his financial situation. He has used up all his personal savings and his credit has been hit since he has no more savings left and the bank has told him foreclosure is not far if mortgage payments are not made. His sister is unable to pay anything towards the mortgage either.
12. The Tenant testified that she lost her job and had no income except child benefits. She is looking for a job and has a second interview last week, but nothing has been finalized yet. Her son also got into an accident and she is the primary caretaker for her mother who has a medical issue. The Landlord has harassed her by calling numerous times for a payment plan, but she did not agree as she couldn't make any payment.
13. The rent arrears owing by the Tenant are significant and have had a significant effect on the Landlords. Given the Tenant's financial circumstances it is uncertain as to whether she can pay the arrears within a reasonable amount of time. Therefore, I find that the only relief that would not be unfair is a brief delay in the eviction until July 15, 2023, to provide the Tenant with some additional time to find alternate accommodation. The Tenant was made aware of the same at the hearing.

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:**
 - \$15,486.00 if the payment is made on or before June 26, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,036.00 if the payment is made on or before July 15, 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 15, 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 15, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$10,861.60. 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 \$83.84 per day for the use of the unit starting June 7, 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 8, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 9, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 15, 2023, then starting July 16, 2023, the Landlords 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 Landlords on or after July 16, 2023.

June 27, 2023
Date Issued

Sheena Brar
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 16, 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 26, 2023

Rent Owing To June 26, 2023	\$17,850.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,550.00
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	\$15,486.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2023

Rent Owing To July 26, 2023	\$20,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,550.00
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	\$18,036.00

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

Rent Owing To Hearing Date	\$15,803.01
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,550.00
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	- \$2,550.00
Less the amount of the interest on the last month's rent deposit	- \$27.42
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	\$10,861.60
Plus daily compensation owing for each day of occupation starting June 7, 2023	\$83.84 (per day)