



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

**Citation:** HJK1 HOLDINGS LTD. v John Shields, 2023 ONLTB 46477

**Date:** 2023-06-26

**File Number:** LTB-L-078791-22

**In the matter of:** UPPER GARAGE, 947 DIVISION ST KINGSTON  
ON K7K4C8

**Between:** HJK1 HOLDINGS LTD. Landlord

**And**

John Shields Tenant

HJK1 HOLDINGS LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict John Shields (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 24, 2023.

The Landlord's Representative Lorrie Mccullough and the Tenant 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 \$1,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,200.00 to the Landlord since the application was filed.

6. The rent arrears owing to May 31, 2023 are \$16,000.00.
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. The Tenant requested relief from eviction in the form of a repayment plan. The Tenant testified that he could pay \$1,000.00 towards the arrears each month. On that schedule it would take a year and a half for the arrears to be paid off.
10. The Landlord is opposed to repayment plan as the parties have been discussing one since 2021 when the Tenant first fell into arrears and the Tenant has never complied with any of his proposals. The Tenant testified that the reason he has not abided by any of his proposed repayment plans is because the parties never solidified their agreement.
11. I do think find that it would be fair in the circumstances to impose a repayment plan because I do not think the Tenant will abide by it and the proposed repayment schedule is unfair to the Landlord because of the length of time that it will take for the arrears to be paid off.
12. I do not find that the Tenant will abide by a repayment plan for the following reasons. First, the Tenant regained employment in February 2023, however, the Tenant did not make any payments in either February or March 2023. Additionally, prior to February 2023 the Tenant was receiving Ontario works and the child tax benefit and yet no payments were made from January 2022 to January 2023. Second, the Tenant's explanation for why he did not stick by his proposed repayment plans is not reasonable. The Tenant did not need to wait for a formalized agreement or a board order to make payments towards arrears he owes. Additionally, the Tenant's obligation to pay new rent that comes due exists regardless of an arrangement with the Landlord to pay off existing arrears on a set schedule. Third, the Tenant previously did not abide by interim order LTB-L-010145-22 which ordered him to pay his monthly rent on time. Fourth, a payment plan requires that payments are made on specific dates. The Tenant testified that when he makes payments depends on when he gets paid. The Tenant testified in June 2023 he gets paid on the second and as such rent will be late.
13. I do not find the Tenant's proposed repayment schedule to be fair to the Landlord because it will take a year and half for the arrears to be paid off. The Tenant has been in arrears since October 2021 and as such Landlord has been without repayment for a significant period of time. Additionally, at the time of the hearing the arrears were \$16,000.00 which is a significant amount of money that the Landlord has been without and it is not fair to the landlord to wait another year and a half for repayment.
14. The Tenant has two young children who live with him and requests that the eviction be delayed by 2-3 months for him to find new living arrangements for his family. The Landlord is opposed to any delay.

15. 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 23, 2023 pursuant to subsection 83(1)(b) of the Act. This is to provide the Tenant with time to find new living arrangements. However, I have declined to postpone the eviction any further than July 23, 2023 because of the large amount of outstanding arrears and that the Landlord has been without repayment for a significant period of time.

**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:**
  - \$17,286.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$18,386.00 if the payment is made on or before July 23, 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 23, 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 23, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,953.84. 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 \$36.16 per day for the use of the unit starting May 25, 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 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 8, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 23, 2023, then starting July 24, 2023, the Landlord 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 Landlord on or after July 24, 2023.

**June 26, 2023**

**Date Issued**

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Amanda Kovats

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 24, 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	\$21,300.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,286.00</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 23, 2023**

Rent Owing To July 31, 2023	\$22,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$18,386.00</b>

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

Rent Owing To Hearing Date	\$19,967.84
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Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$15,953.84</b>
Plus daily compensation owing for each day of occupation starting May 25, 2023	\$36.16 (per day)