



Order under Section 69 Residential Tenancies Act, 2006

Citation: BPA Corp v Maxeen Juliet Lunch, 2023 ONLTB 45348

Date: 2023-06-21

File Number: LTB-L-059736-22

In the matter of: 207, 11 LISA ST BRAMPTON
ON L6T4E8

Between: BPA Corp Landlord

And

Augustine Chizoba Obumnme and Maxeen Juliet Lunch Tenants

BPA Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Augustine Chizoba Obumnme and Maxeen Juliet Lunch (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 8, 2023.

The Landlord's Legal Representative, David Ciobotaru, and one of the Tenants, Augustine Chizoba Obumnme, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants was still in possession of the rental unit.
3. The lawful rent is \$1,973.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.88. This amount is calculated as follows: $\$1,973.40 \times 12$, divided by 365 days.
5. The Tenants has paid \$5,977.68 to the Landlord since the application was filed.
6. There was no dispute that the rent arrears owing to June 30, 2023, are \$15,659.52.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,950.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$21.24 is owing to the Tenants for the period from January 1, 2023, to June 8, 2023.

Relief from Eviction

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 Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. Augustine Chizoba Obumnme stated that he lost his job during COVID. He has been looking for employment but feels an issue from his background is preventing him from obtaining a new job. He went for an interview recently and is hopeful that he will be employed soon. He travelled to Africa recently to sell a property. He is expecting this money to be available to him by December 2023.
12. The Tenants have two daughters, 12 and 13 years of age and don't want to move from the rental unit. The Tenants are currently having issues in their relationship and the other Tenant, Maxeen Juliet Lunch, can only assist a little with covering their monthly expenses. Augustine Chizoba Obumnme proposed to pay the rent as it comes due commencing in July, plus an additional \$200.00 each month, and then the balance of arrears will be paid by December 31, 2023.
13. The Landlord's Legal Representative submitted that the proposed payment plan is not guaranteed and doesn't believe the Tenants will be able to meet the terms proposed. The Landlord's Legal Representative further submitted that the rent arrears have increased significantly given this application was filed in October 2022, and that the Tenants have not reached out to the Landlord in any attempt to pay down these arrears.
14. The rent arrears when the application was filed stood at \$5,850.00 but have since increased significantly to \$15,659.22. The Tenants have not demonstrated that they currently have the financial ability to pay the new monthly rent as it becomes due. Consequently, I am satisfied that the Tenants' repayment proposal is only feasible if Augustine Chizoba Obumnme finds employment, which is unknown as of the date of the hearing. Therefore, in these circumstances I find that ordering a repayment plan would be prejudicial and unfair to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.

2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$15,845.52 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$17,818.92 if the payment is made on or before July 2, 2023. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 2, 2023, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 2, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,419.92. 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 Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$64.88 per day for the use of the unit starting June 9, 2023, until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before July 2, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 3, 2023, at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenants 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 2, 2023, then starting July 3, 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 3, 2023.

June 21, 2023

Date Issued

Lisa Del Vecchio

Member, Landlord and Tenants 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 3, 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 Tenants 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	\$21,637.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,977.68
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$15,845.52

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 2, 2023

Rent Owing to July 31, 2023	\$23,610.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,977.68
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$17,818.92

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

Rent Owing to Hearing Date	\$20,182.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00

Less the amount the Tenants paid to the Landlord since the application was filed	- \$5,977.68
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,950.00
Less the amount of the interest on the last month's rent deposit	- \$21.24
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$12,419.92
Plus daily compensation owing for each day of occupation starting June 9, 2023	\$64.88 (per day)