



Order under Section 69 Residential Tenancies Act, 2006

Citation: TBDSSAB v Mike Toset, 2023 ONLTB 43669

Date: 2023-06-19

File Number: LTB-L-078402-22

In the matter of: 605, 1100 LINCOLN ST THUNDER
BAY ON P7E5V7

Between: TBDSSAB Landlord

And

Mike Toset Tenant

TBDSSAB (the 'Landlord') applied for an order to terminate the tenancy and evict Mike Toset (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Only the Landlord's representative, Elizabeth Simmons, attended the hearing.

As of 10:03am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 as of April 1, 2023 is \$869.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$28.57. This amount is calculated as follows: \$869.00 x 12, divided by 365 days.
5. The Tenant has paid \$725.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$10,800.00.

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 did not attend the hearing to make submissions regarding their unique circumstances to consider any relief.
10. The Landlord has tried working with the Tenant by sending out a referral for a Tenant support worker and by trying continuously to have a discussion with the Tenant concerning the growing rent arrears. The Tenant does not respond to the Landlord.
11. The rent arrears date back to April of 2022 with little to no effort from the Tenant to reduce the outstanding amount.
12. The Landlord requested that the Tenant be provided with some additional time to either pay the outstanding amount or to find alternative housing. I see no reason to deny the Landlord's request.
13. 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 16, 2023 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$10,986.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$11,855.00 if the payment is made on or before July 16, 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 16, 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 16, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,259.85. 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.

Terri van Huisstede
Member, Landlord and Tenant Board

6. The Tenant shall also pay the Landlord compensation of \$28.57 per day for the use of the unit starting June 6, 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 June 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 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 16, 2023, then starting July 17, 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 17, 2023.

Date Issued
June 19, 2023

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 17, 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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	\$11,525.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$725.00

Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$10,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 16, 2023

Rent Owing To July 31, 2023	\$12,394.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$725.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$11,855.00

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

Rent Owing To Hearing Date	\$10,798.85
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$725.00
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	\$10,259.85
Plus daily compensation owing for each day of occupation starting June 6, 2023	\$28.57 (per day)