



**Tribunals Ontario**  
Landlord and Tenant Board

**Tribunaux décisionnels Ontario**  
Commission de la location immobilière

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

**Citation:** Poli Rentals v Nicole Oombash, 2023 ONLTB 43718

2023 ONLTB 43718 (CanLII)

**In the matter of:** 57 MAPLELEAF CRES  
THUNDER BAY ON P7B4J9

**Between:** Poli Rentals Landlord

**And**

Nicole Oombash Tenant

2023 ONL TB 43718 (CanLII)

Poli Rentals (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Oombash (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 5, 2023.

Only the Landlord's agent, Darien Savitsky, attended the hearing on behalf of the Landlord.

As of 10:51am, 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 is \$1,160.74. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.16. This amount is calculated as follows: \$1,160.74 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$8,096.86.
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 \$1,100.00 from the Tenant 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 \$107.44 is owing to the Tenant for the period from April 28, 2017 to June 5, 2023.
10. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any relief.
11. The Landlord's agent indicated that they were in communication by email with the Tenant and that the Tenant was admittedly ashamed for not paying the rent, however, the Tenant has not communicated with the Landlord since May.
12. The Landlord and Tenant had a previous order from the Board for non-payment of rent and the Band helped the Tenant pay the arrears to preserve the tenancy. However, the Tenant is in substantial arrears again and has not made any good faith payments to the Landlord.
13. The Landlord is experiencing financial difficulty due to the pattern of the Tenants rent payments, or lack of payments and it would be prejudicial to grant extended relief without the Tenant attending to make submissions.
14. The Tenant has lived in the rental unit since early 2017 and they have a child that lives with them. I find that this warrants an extension of time for the Tenant to either pay or find alternative housing. The Landlord was not opposed to additional time.
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 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:**
  - \$8,282.86 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$9,443.60 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.

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Terri van Huisstede  
Member, Landlord and Tenant Board

**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 \$6,105.48. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$38.16 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 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 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.

2023 ONL TB 43718 (CanLI)

**June 16, 2023**

**Date Issued**

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	\$8,096.86
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	- \$0.00
<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>\$8,282.86</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 16, 2023**

Rent Owing To July 31, 2023	\$9,257.60
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	- \$0.00
<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>\$9,443.60</b>

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

Rent Owing To Hearing Date	\$7,126.92
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	- \$0.00
<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	- \$1,100.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$107.44
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$6,105.48</b>

Plus daily compensation owing for each day of occupation starting June 6, 2023	\$38.16 (per day)
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