



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing v Michael Boisclair, 2023 ONLTB 44047

Date: 2023-06-14

File Number: LTB-L-000235-23

In the matter of: 1001 DU PERE-CHARLEBOIS AV OTTAWA
ON K1K3N8

Between: Ottawa Community Housing Landlord

And

Michael Boisclair Tenants Michelle Vien

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Boisclair and Michelle Vien (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

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

The Landlord's Agent Beth Cumming and the Tenants Michael Boisclair and Michelle Vien attended the hearing.

Determinations:

Preliminary Issue

1. At the hearing, the Tenants requested an adjournment stating they required more time to prepare. The Landlord did not consent to the request. I pointed out to the Tenants they had more than two months since the Notice of Hearing was sent on March 19, 2023 to prepare. I asked the Tenants what they had done to prepare during this time period and they acknowledged they had not done much of anything. I did not find the request to adjourn reasonable given the Tenants' lack of initiative and it was denied.

L1 Application

2. At the hearing the Landlord's Agent relied on oral submissions and referred to documents to support their application. The Tenants were also given an opportunity to provide submissions and evidence.
3. 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$1,218.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$40.04. This amount is calculated as follows: \$1,218.00 x 12, divided by 365 days.
7. The Tenants have paid \$825.00 to the Landlord since the application was filed.
8. The rent arrears owing to June 30, 2023 are \$13,386.00. This amount was not disputed.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. The Landlord sought an eviction within 11 days of this order. The Landlord submitted the Tenants requested a payment arrangement in February 2023. The Landlord responded to the Tenants by email on February 16, 2023 but heard nothing further.
12. The Tenants' evidence was the rent arrears accumulated due to a lack of employment and poor spending choices. Only one Tenant is currently working. They work at a hospital and earn a reasonable amount of money each month. I asked the Tenants why they had not made any payments to the Landlord since January 27, 2023 and they advised me they did not have a good answer.
13. I was not satisfied the Tenants would prioritize the monthly rent and the rent arrears if I issued a conditional order. The Tenants could have afforded to make payments to the Landlord in the four months leading up to the hearing but instead paid nothing. Again, no reasonable explanation was provided as to why this was.
14. The Tenants have lived in the rental unit since 2009 and have two children aged 18 and 20. I asked the Tenants if there were any circumstances they were experiencing that would make an eviction unfair. They responded that one child has type 1 diabetes and the other has ADHD.
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 6, 2023 pursuant to subsection 83(1)(b) of the Act. This additional time recognizes the length of the tenancy and provides the Tenants one month

from the date of the hearing to find alternate living arrangements for themselves and two children.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$13,572.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,790.00 if the payment is made on or before July 6, 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 6, 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 6, 2023**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,594.24. 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 Tenants shall also pay the Landlord compensation of \$40.04 per day for the use of the unit starting June 7, 2023 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before July 6, 2023, the Tenants will start to owe interest. This will be simple interest calculated from July 7, 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 6, 2023, then starting July 7, 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 7, 2023.

June 14, 2023**Date Issued**

John Cashmore

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 7, 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	\$14,211.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$825.00
Total the Tenants must pay to continue the tenancy	\$13,572.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 6, 2023

Rent Owing To July 31, 2023	\$15,429.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$825.00
Total the Tenants must pay to continue the tenancy	\$14,790.00

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

Rent Owing To Hearing Date	\$13,233.24
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$825.00
Total amount owing to the Landlord	\$12,594.24

Plus daily compensation owing for each day of occupation starting June 7, 2023	\$40.04 (per day)
---	----------------------