



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

Citation: 371158 Ontario Limited (Forest Manor) v Chouljian, 2023 ONLTB 41252

Date: 2023-06-07 **File Number:** LTB-L-068127-22 (TEL-21172-21)

2023 ONLTB 41252 (CanLII)

In the matter of: 303, 1580 Sandhurst Circle Toronto
ON M1V 2L3

Between: 371158 Ontario Limited (Forest Manor) Landlord

And

Sonya Inez Chouljian Tenant

Your file has been moved to the Landlord and Tenant Board's new case management system, the Tribunals Ontario Portal. Your new file number is LTB-L-068127-22.

371158 Ontario Limited (Forest Manor) (the 'Landlord') applied for an order to terminate the tenancy and evict Sonya Inez Chouljian (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2023. Only the Landlord's Legal Representative, Debbesha Morris, attended the hearing.

As of 1:30 p.m., 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:

Request to reschedule

1. On May 6, 2023, the Tenant sent the LTB an email requesting to reschedule the hearing because the Tenant says she is out of the country with family to scatter the Tenant's mother's ashes. The Tenant did not obtain the Landlord's consent to reschedule in accordance with Rule 21.1 of the LTB's Rules of Procedure. Considering the Landlord's submissions on the issue and for the reasons below, the Tenant's request is denied.
2. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') provides that the LTB shall adopt the most expeditious method of determining the questions arising in a proceeding that affords all parties an adequate opportunity to know the issues and be heard on the matter. The Landlord's application was filed on December 7, 2021. The first hearing of the application was scheduled on March 30, 2022. At that hearing, the Tenant requested an adjournment because she had received short notice and intended to raise issues pursuant to section 82 of the Act. The adjournment was granted peremptory on the Tenant. On April 6, 2022, interim order TEL-21172-21-IN was issued ordering the Tenant to pay her ongoing rent and to disclose a list of issues the Tenant intends to raise pursuant to section 82 of the Act. The Tenant failed to abide by the interim order. As of the hearing date, the Tenant had not disclosed any issues to the Landlord. The Tenant has not paid the ongoing rent. At the time the application was filed, the alleged arrears were \$3,720.00. As of the hearing date, the alleged arrears have increased to \$14,833.92.
3. In this case, it has been approximately 1.5 years since the Landlord filed its application, the Tenant was previously granted an adjournment to allow her to raise her issues. The Tenant was afforded an adequate opportunity to know the issues and be heard but has failed to disclose her issues or attend the hearing to be heard.
4. The evidence provided by the Tenant was insufficient to establish that the Tenant was not available on the hearing date. The Tenant provides a receipt from Paragon Travel indicating that a plane ticket with Air Canada was issued in the Tenant's name on January 19, 2023. However, the receipt provided is a snippet of the entire document. It does not indicate the dates of travel or destination. The Tenant could have provided the entire document but failed to do so. No reasons are provided to explain why the Tenant did not provide the entire document. I also note that the Tenant has known since January 19, 2023 of her travel dates but did not send her unavailable dates to the LTB.
5. For the reasons above, I am not satisfied that an adjournment was required to have an adequate hearing on the merits.

L1 application

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.

8. The lawful rent is \$1,882.32. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$61.88. This amount is calculated as follows: \$1,882.32 x 12, divided by 365 days.
10. The Tenant has paid \$20,640.00 to the Landlord since the application was filed.
11. The rent arrears owing to May 31, 2023 are \$14,833.92.
12. The Landlord collected a rent deposit of \$1,860.00 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.
13. Interest on the rent deposit, in the amount of \$18.47 is owing to the Tenant for the period from January 1, 2023 to May 25, 2023.
14. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$16,716.24 if the payment is made on or before June 18, 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 June 18, 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 June 18, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,620.13. 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 \$61.88 per day for the use of the unit starting May 26, 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 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 19, 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 June 18, 2023, then starting June 19, 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 June 19, 2023.

June 7, 2023

Date Issued

Khalid Akram

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 December 19, 2023 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 18, 2023

Rent Owing To June 30, 2023	\$37,356.24
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$20,640.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$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 the Tenant must pay to continue the tenancy	\$16,716.24

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

Rent Owing To Hearing Date	\$35,138.60
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$20,640.00
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	- \$1,860.00
Less the amount of the interest on the last month's rent deposit	- \$18.47
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	\$12,620.13
Plus daily compensation owing for each day of occupation starting May 26, 2023	\$61.88 (per day)