



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing v Charity Gasesepe, 2023 ONLTB 41400

Date: 2023-06-06

File Number: LTB-L-080104-22

In the matter of: E, 1221 LEDBURY AVE OTTAWA
ON K1V6W7

Between: Ottawa Community Housing Landlord

And

Charity Gasesepe Tenant

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Charity Gasesepe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 24, 2023.

The Landlord's Agent Beth Cumming and the Tenant attended the hearing.

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 \$1,277.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.98. This amount is calculated as follows: \$1,277.00 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 May 31, 2023 are \$16,064.00.

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.

Relief From Eviction

9. The Tenant testified that she suffers from limited mobility, a head injury, and depression. The Tenant testified that she lives in fear and is afraid to go outside and that this affects her ability to stay on top of forms and documents as required. The Tenant lost her housing subsidy because she has not provided the required paperwork to the Landlord. The Tenant has also lost her ODSP support.
10. The Landlord submitted that the Tenant could apply to get her subsidy back, but she must fill out all the required forms and do her taxes.
11. The Tenant lives in the rental unit with her 8-year-old son.
12. The Tenant requests relief from eviction in the form of a payment plan, but the Tenant currently has no income nor the ability to pay off the arrears. As such imposing a payment plan would not be fair in the circumstances.
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. This is to provide the Tenant with time to organize her subsidy and ODSP applications in order to pay off the arrears. However, I have declined to postpone the eviction any further than July 16, 2023 because of the large amount of outstanding arrears and the amount of time that rent has gone unpaid.

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:**
 - \$17,527.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,804.00 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 \$15,980.52. 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 Tenant shall also pay the Landlord compensation of \$41.98 per day for the use of the unit starting May 25, 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 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 18, 2023 at 6.00% annually on the balance outstanding.
8. 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.
9. 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.

June 6, 2023

Date Issued

Amanda Kovats

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 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.

**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	\$17,341.00
Application Filing Fee	\$186.00

NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$17,527.00

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	\$18,618.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$18,804.00

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

Rent Owing To Hearing Date	\$15,794.52
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Total amount owing to the Landlord	\$15,980.52
Plus daily compensation owing for each day of occupation starting May 25, 2023	\$41.98 (per day)