



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

**Citation:** George Neven v Tim Everett, 2023 ONLTB 40731

**Date:** 2023-06-02

**File Number:** LTB-L-057019-22

**In the matter of:** Lower, 239 Darling Street  
Brantford ON N3S3X3

**Between:** George Neven Landlord

**And**

Tim Everett Tenant

George Neven (the 'Landlord') applied for an order to terminate the tenancy and evict Tim Everett (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 28, 2023. The Landlord, their legal representative, M.Douglas 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 \$900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.59. This amount is calculated as follows: \$900.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,750.00 to the Landlord since the application was filed.
6. The parties agreed that the rent arrears and costs owing to April 30, 2023 are \$7,666.00.
7. There is no last month's rent deposit.

### **RELIEF FROM EVICTION**

8. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), 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.

9. The Tenant submitted that he would like to remain in the rental unit and proposed a repayment plan whereby he would pay an additional \$300.00 on top of the monthly rent for a period of approximately 26 months. The Landlord opposed the plan.
10. The Tenant has been residing in the unit for approximately 3 years and lives with his roommate and fiancé. His 13-year-old daughter visits weekly. The Tenant's source of income is ODSP and also receives \$400.00 from the roommate monthly.
11. During the hearing I spent some time canvassing with the Tenant his income and expenses. Based on the exercise, it was apparent that the Tenant could not afford the monthly rent and to pay the Landlord back the arrears that they owed within a reasonable amount of time.
12. Given the circumstances, I do not find the proposed payment plan to be reasonable. Additionally, the Tenant could not afford the payment plan, if ordered, and so- a longer payment plan would be needed in order for it to stay within the Tenant's financial means. Therefore, I do not find that this tenancy is viable.
13. The Tenant has been given time since the hearing to look for alternative accommodations or source funding to pay the Landlord back the money they owe. The Tenant shall also receive additional time due to the inevitable delay in the Landlord enforcing this order with the sheriff. The Landlord is also an individual, who relies on the rent money to support the expenses of the property.
14. In consideration for both parties' circumstances I find the termination date listed below to be reasonable.

**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:**
  - \$9,466.00 if the payment is made on or before June 13, 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 13, 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 13, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,606.82. 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 \$29.59 per day for the use of the unit starting April 29, 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 13, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 14, 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 13, 2023, then starting June 14, 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 14, 2023.

**June 2, 2023**  
**Date Issued**

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Curtis Begg  
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 14, 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.

**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 13, 2023**

Rent Owing To June 30, 2023	\$11,030.00
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	- \$1,750.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<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 the Tenant must pay to continue the tenancy</b>	<b>\$9,466.00</b>

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

Rent Owing To Hearing Date	\$9,170.82
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	- \$1,750.00
<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	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<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>\$7,606.82</b>
Plus daily compensation owing for each day of occupation starting April 29, 2023	\$29.59 (per day)

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