



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing Corp. v Cassandra Henry, 2023 ONLTB 41217

Date: 2023-06-01

File Number: LTB-L-080547-22

In the matter of: H, 2580 DRAPER AVE
OTTAWA ON K2H6Z8

Between: Ottawa Community Housing Corp. Landlord

And

Cassandra Henry Tenant

Ottawa Community Housing Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Cassandra Henry (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 agent, Laila Ali, attended the hearing.

As of 1:33pm, 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.

The moderator for the hearing noted that the Tenant did call in at 2:50pm, but the Tenant had been advised that the matter had already been heard.

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. As of May 1, 2023 the lawful rent is \$1,471.00. It is due on the 1st day of each month.

4. On January 1, 2023 the rent increased by \$1.00 for the parking
5. Based on the Monthly rent, the daily rent/compensation is \$48.36. This amount is calculated as follows: \$1,471.00 x 12, divided by 365 days.
6. The Tenant has paid \$650.00 to the Landlord since the application was filed.
7. The rent arrears owing to May 31, 2023 are \$10,332.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Tenant did not attend the hearing to make submissions regarding their unique circumstances to consider any relief.
11. The Landlord sent the Tenant letters with totals outstanding prior to filing the L1 application and also called the household before filing and the Tenant did not answer. The Landlord also attended the Tenants unit to let them know about the hearing and the Tenant did not answer the door. The Landlord also called the Tenant on the hearing date and the Tenant did not answer the phone.
12. The Landlord further disclosed that the Tenant had previously filed for bankruptcy. The Landlord further confirmed that the N4 notice that was issued in October, was after the Tenant declared bankruptcy and therefore this new application would not be subject to the bankruptcy proceedings. The Tenant has otherwise made no attempts to work out payment arrangements on these new rent arrears and have not responded to the Landlord.
13. 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.

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:**
 - \$11,990.00 if the payment is made on or before June 12, 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 12, 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 12, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,256.00. 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 \$48.36 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 12, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 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 12, 2023, then starting June 13, 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 13, 2023.

2023 ONLTB 41217 (CanLII)

June 1, 2023

Date Issued

Terri van Huisstede
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 13, 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 12, 2023

Rent Owing To June 30, 2023	\$12,454.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00

Less the amount the Tenant paid to the Landlord since the application was filed	- \$650.00
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	\$11,990.00

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

Rent Owing To Hearing Date	\$10,720.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$650.00
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
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	\$10,256.00
Plus daily compensation owing for each day of occupation starting May 26, 2023	\$48.36 (per day)