



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

**Citation:** 2422901 ONTARIO INCORPORATED v Hogan, 2023 ONLTB 40684

**Date:** 2023-06-01

**File Number:** LTB-L-038219-22

**In the matter of:** UNIT 1, 87 CARTWRIGHT ST  
LONDON ON N6B2W6

**Between:** 2422901 ONTARIO INCORPORATED Landlord

**And**

Lacey Hogan Tenant

2422901 ONTARIO INCORPORATED (the 'Landlord') applied for an order to terminate the tenancy and evict Lacey Hogan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 14, 2023.

Only the Landlord's Legal Representative, Carmen Dawdy, attended the hearing.

As of 10:22 am, 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. The Landlord's representative indicated a letter was sent to the Tenant on February 6, 2023, which included a copy of the notice of hearing and a request to contact the Landlord. As a result, the hearing proceeded with only the Landlord's evidence.

**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 January 1, 2023, the monthly rent is \$789.36. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$25.95. This amount is calculated as follows: \$789.36 x 12, divided by 365 days.
5. The Tenant has paid \$2,980.22 to the Landlord since the application was filed.
6. Taking into account the amount paid in paragraph 5 above, the rent arrears owing to February 28, 2023 are \$3,284.08.

7. As this order is late in issuing, another three months of rent have become due for March 2023, April 2023 and May 2023. June 2023 rent is due on the date of this order. The additional monthly rents are included in the order below. If the Tenant has made additional rent payments after February 14, 2023, then these additional payments will need to be deducted from the amounts set out below.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$760.98 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.
10. Interest on the rent deposit, in the amount of \$23.31 is owing to the Tenant for the period from May 19, 2021 to February 14, 2023.
11. 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:**
  - \$6,627.52 if the payment is made on or before June 12, 2023. See Schedule 1A 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 \$2,259.73. This amount includes rent arrears owing up to the date of the hearing (February 14, 2023) 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 1B for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$25.95 per day for the use of the unit starting February 15, 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.

**June 1, 2023**  
**Date Issued**

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Alex Brkic  
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 February 28, 2023	\$6,264.30
Additional Rents for March 2023, April 2023, May 2023 and June 2023 (4 months x \$789.36)	\$3,157.44
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	- \$2,980.22
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$6,627.52</b>

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

Rent Owing To Hearing Date (Feb 14/23)	\$5,838.24
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	- \$2,980.22
<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	- \$760.98
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$23.31
<b>Total amount owing to the Landlord</b>	<b>\$2,259.73</b>
Plus daily compensation owing for each day of occupation starting February 15, 2023	\$25.95 (per day)