



Order under Section 69 Residential Tenancies Act, 2006

Citation: Haghgoo v May, 2023 ONLTB 40506

Date: 2023-05-31

File Number: LTB-L-045376-22

In the matter of: 4648 FOURTH AVE
NIAGARA FALLS ON L2E4N7

Between: Shaw Haghgoo Landlord

And

Stephanie May Tenant

Shaw Haghgoo (the 'Landlord') applied for an order to terminate the tenancy and evict Stephanie May (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 14, 2023. The Landlord and the Tenant attended the hearing.

Determinations:

1. Prior to the hearing the Tenant requested and adjournment. The Tenant wants the Board to hear evidence regarding unresolved maintenance issues.
2. During a hearing for a landlord application for rent arrears or for termination of the tenancy for rent arrears a tenant may raise any issue that could be raised in a tenant application under the *Residential Tenancies Act, 2006* (the 'Act') if they follow the requirements contained in s.82 of the Act. The tenant must provide the landlord and the Board with a detailed description of each issue the tenant intends to raise and a copy of all documents, pictures and other evidence that the tenant intends to rely upon at least seven days before the hearing, unless the Board orders or directs otherwise.

3. *LTB Interpretation Guideline 1* says:

The Board does not generally grant adjournments to allow a tenant to obtain evidence or prepare their claims under section 82

4. The Board's Guideline is not binding on me, but I find it informative and reasonable and see no reason to depart from it in these circumstances.
5. The Tenant has not provided the Board or the Landlord any advance notice about any issues she would like to raise. Accordingly, I denied the adjournment request. The hearing proceeded as scheduled.

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 \$1,200.00. It is due on the 1st day of each month. The Landlord's update sheet indicates the rent increased to \$1,250.00 on March 01, 2023. This is above the prescribed guideline and can not be enforced.
9. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to March 31, 2023, are \$12,300.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. The Tenant does dispute the amount of rent arrears. The issue before the Board is whether it is appropriate to grant relief from eviction pursuant to s.8 3 of the Act
15. According to s. 83 of the Act when the Board hears an application for an order evicting a tenant, the Board must consider whether there are any circumstances that support granting relief from eviction.
16. The Tenant would like to preserve the tenancy. She testified her income is \$3,000.00 a month. She can pay \$300.00 monthly towards the arrears. I do not find this plan to be viable as it would take over 41 months to pay off the arrears.
17. I do not find the circumstances in this case warrant denying eviction. However, I do find it appropriate to delay eviction. A short delay will give the Tenant an opportunity to find a new place within her budget. Unless the Tenant voids the order as set out below, the tenancy shall terminate August 31, 2023.

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:**
 - \$14,886.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$16,086.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$17,286.00 if the payment is made on or before July 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$18,486.00 if the payment is made on or before August 31, 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 August 31, 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 voids the order, the lawful rent shall remain \$1,200.00 per month unless the Landlord serves the Tenant a notice of rent increase that meets the requirements under the Act.
5. **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 August 31, 2023**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,838.30. 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.
7. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting March 15, 2023, until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 12, 2023, at 6.00% annually on the balance outstanding.
9. If the unit is not vacated on or before August 31, 2023, then starting September 1, 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 September 1, 2023.

May 31, 2023
Date Issued

 Bryan Delorenzi
 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 March 1, 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 May 31, 2023

Rent Owing To May 31, 2023	\$14,700.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,886.00

B. 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	\$15,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,086.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2023

Rent Owing To July 31, 2023	\$17,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,286.00

D. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2023

Rent Owing To August 31, 2023	\$18,300.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$18,486.00

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

Rent Owing To Hearing Date	\$11,652.30
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$11,838.30
Plus daily compensation owing for each day of occupation starting March 15, 2023	\$39.45 (per day)