



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

Citation: IMH POOL XX LP v Denise Prempeh, 2023 ONLTB 40778

Date: 2023-05-30

File Number: LTB-L-055623-22

In the matter of: 322, 7230 DARCEL AVE
MISSISSAUGA ON L4T3T6

Between: IMH POOL XX LP Landlord

And

Denise Prempeh and Zaniyah Fair Tenants

IMH POOL XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Denise Prempeh and Zaniyah Fair (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 13, 2023.

Only the Landlord's legal representative, M. Nabi, attended the hearing.

As of 10:10 a.m., the Tenants were 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.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,493.80. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.11. This amount is calculated as follows: \$1,493.80 x 12, divided by 365 days.
5. The Tenants have paid \$12,342.48 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$1,021.88.
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.

9. The Landlord requests a standard termination order.
10. The Landlord's legal representative said that the Landlord proposed a six month payment plan to the Tenants in October 2022. He said that they breached the plan in December 2022, as well as February, March and April 2023, by failing to pay the agreed amount. He said that the Landlord has attempted to communicate with the Tenants on multiple occasions about the breached payment plan, and there has been no response.
11. I have considered all of the disclosed circumstances above 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 payment plan with the Tenants, and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In particular, the Landlord already negotiated a payment plan with the Tenants which has been breached, and the Tenants have not responded to the Landlord since those breaches. The Tenants have not been able to pay the rent in full and on time, and therefore I find that the tenancy is no longer viable.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$2,701.68 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$4,195.48 if the payment is made on or before June 10, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 10, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 10, 2023.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$352.51. 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 Tenants shall also pay the Landlord compensation of \$49.11 per day for the use of the unit starting April 14, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 10, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 11, 2023 at 6.00% annually on the balance outstanding.

8. The Landlord or the Tenants 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 10, 2023, then starting June 11, 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 11, 2023.

May 30, 2023
Date Issued

Nancy Morris
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 11, 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 Tenants 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 | \$14,858.16 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$12,342.48 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount the Landlord owes the Tenants for an{abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants are entitled to | - \$0.00 |
| Total the Tenants must pay to continue the tenancy | \$2,701.68 |

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 10, 2023

| | |
|---|-------------------|
| Rent Owing To June 30, 2023 | \$16,351.96 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$12,342.48 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount the Landlord owes the Tenants for an{abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants are entitled to | - \$0.00 |
| Total the Tenants must pay to continue the tenancy | \$4,195.48 |

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

| | |
|---|---------------|
| Rent Owing To Hearing Date | \$12,508.99 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$12,342.48 |
| Less the amount the Tenants 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 Tenants for an {abatement/rebate} | - \$0.00 |

| | |
|--|----------------------|
| Less the amount of the credit that the Tenants are entitled to | - \$0.00 |
| Total amount owing to the Landlord | \$352.51 |
| Plus daily compensation owing for each day of occupation starting April 14, 2023 | \$49.11 (per day) |