



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2493135 Ontario Inc v Samantha Crozier, 2023 ONLTB 39999

Date: 2023-05-29

File Number: LTB-L-025581-23

In the matter of: 10, 421 JANE ST
Toronto ON M6S3Z7

Between: 2493135 Ontario Inc Landlord

And

John Reid and Samantha Crozier Tenants

2493135 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict John Reid and Samantha Crozier (the 'Tenant') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 8, 2023.

The Landlord, Sacha Singh the owner, and the Tenant John Reid attended the hearing.

Sally Bhageraty attended as a witness for the Landlord.

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. The Tenant testified that he did not receive the N4 notice of termination, he has been asking the Landlord to bring him to court because he is having a problem with Social Assistance, and he is hoping they will fix it once they see an order. He knew about the hearing because he received the hearing documents. The Tenant testified that Samantha Crozier is no longer in the unit, he is not to have any contact with her. As the mailbox does not have a lock, it is possible someone else took it out of the mailbox. The Tenant did not dispute the amount owing.

3. The Landlord testified that the N4 was placed in the Tenants' mailbox on January 19, 2023 as per the Certificate of Service and he had a witness with him. Sally Bhageraty testified that she was with the Landlord when the N4 was delivered, she handed him the envelope and saw him place it in mailbox #10.
4. For the reason that follow, the matter proceeded on the merits. Both the Landlord and his witness testified to the N4 being placed in the Tenant's mailbox, as such it was properly served. Although the Tenant may have not received for a reason unknown, he was aware of the hearing and does not dispute that no monies have been paid since the application was filed.
5. After the Landlord completed his testimony, the Tenant requested an adjournment; he needed one-month, therefore until June 8, 2023, so he can bring the paperwork to O.D.S.P. and emergency funding to get things fixed. The adjournment was denied, the Tenant was advised that a request for extra time can be considered under section 83 with respect to delaying the termination date.
6. As of the hearing date, the Tenants were still in possession of the rental unit.
7. The lawful rent is \$1,230.00 effective May 1, 2023; it was \$1,200.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$40.44. This amount is calculated as follows: $\$1,230.00 \times 12$, divided by 365 days.
9. The Tenants have not made any payments since the application was filed.
10. The rent arrears owing to May 31, 2023 are \$9,030.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord requested to amend the application to reflect the filing fee; the amendment was granted.
12. The Landlord collected a rent deposit of \$1,200.00 from the Tenants 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.
13. Interest on the rent deposit, in the amount of \$20.55 is owing to the Tenant for the period from September 1, 2022 to May 8, 2023.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 16, 2023 pursuant to subsection 83(1)(b) of the Act. I consider an extension of one-week past the standard 11-day voidable order to be reasonable as it gives some extra time to the Tenant to approach O.D.S.P. and emergency funding.

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:**
 - \$9,216.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,446.00 if the payment is made on or before June 16, 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 Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 9, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 16, 2023**
5. If the Tenants do not void the order, the Tenant shall pay to the Landlord \$7,088.97. This amount includes rent arrears owing up to the date of the hearing 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 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$40.44 per day for the use of the unit starting May 9, 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 16, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 10, 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 9, 2023, then starting June 17, 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 17, 2023.

May 29, 2023

Date Issued

Diane Wade

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 10, 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 May 31, 2023

Rent Owing To May 31, 2023	\$9,030.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$9,216.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 9, 2023

Rent Owing To June 30, 2023	\$10,260.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$10,446.00

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

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Rent Owing To Hearing Date	\$8,123.52
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$1,200.00
Less the amount of the interest on the last month's rent deposit	- \$20.55
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	\$7,088.97
Plus daily compensation owing for each day of occupation starting May 9, 2023	\$40.44 (per day)