



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

**Citation:** IMH POOL XX LP v Evans Owusu, 2023 ONLTB 39195

**Date:** 2023-05-29

**File Number:** LTB-L-034271-22

2023 ONLTB 39195 (CanLII)

**In the matter of:** 1405, 2450 WESTON RD  
NORTH YORK ON M9N2A3

**Between:** IMH POOL XX LP Landlord

**And**

Evans Owusu Tenants  
Rebecca Panford

IMH POOL XX LP (the 'Landlord') applied for an order to terminate the tenancy and evict Evans Owusu and Rebecca Panford (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was originally heard by videoconference on January 31, 2023, but due to technical issues, the matter was adjourned.

The application was then heard by videoconference on May 15, 2023.

The Landlord's legal representative, Sean Beard, and both Tenants attended the hearing. Evans Owusu spoke with Tenant Duty Counsel on the hearing date. The other Tenant declined the opportunity to speak with Tenant Duty Counsel.

### **Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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 as of August 1, 2023 is \$2,337.21. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$76.84. This amount is calculated as follows: \$2,337.21 x 12, divided by 365 days.

5. The Tenants have paid \$11,282.34 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$18,037.26.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,309.50 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.
9. Interest on the rent deposit, in the amount of \$78.17 is owing to the Tenants for the period from July 1, 2021 to May 15, 2023.
10. The Tenants proposed that they be provided with at least 3 months before having to move out of the rental unit so that they could have more time to find suitable living accommodations. In consideration for the extension, the Tenants proposed to pay less than half the monthly rent for each additional month they could stay. The Tenants otherwise did not want to continue with the tenancy due to an ongoing strain in their own personal relationship. Mr. Owusu indicated that he has been using his credit card to make ongoing payments to the Landlord and Ms. Panford suggested that she be able to pay \$1,200.00 by the end of May and then about \$1,000.00 per month total for each additional month thereafter.
11. The Landlord was opposed to the extension because the Tenants already had the benefit of the additional time since the January 31<sup>st</sup> hearing and also because they did not follow the interim order to pay the Landlord the full rent starting in February as the order indicated.
12. 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 18, 2023 pursuant to subsection 83(1)(b) of the Act.

**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:**
  - \$18,223.26 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$20,560.47 if the payment is made on or before June 18, 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 18, 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 18, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$14,650.98. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$76.84 per day for the use of the unit starting May 16, 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 9, 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 18, 2023, then starting June 19, 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 19, 2023.

**May 29, 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 19, 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 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	\$29,319.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$11,282.34
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$18,223.26</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 18, 2023**

Rent Owing To June 30, 2023	\$31,656.81
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$11,282.34
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$20,560.47</b>

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

Rent Owing To Hearing Date	\$28,134.99
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$11,282.34
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,309.50
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$78.17
<b>Total amount owing to the Landlord</b>	<b>\$14,650.98</b>
Plus daily compensation owing for each day of occupation starting May 16, 2023	\$76.84 (per day)