



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** MEDALLION CORPORATION v JOSEPH, 2023 ONLTB 29563

**Date:** 2023-05-24

**File Number:** LTB-L-002504-22

**In the matter of:** 103, 560 BIRCHMOUNT ROAD  
TORONTO ON M1K1P5

**Between:** MEDALLION CORPORATION Landlord

**And**

EMERON JOSEPH Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict EMERON JOSEPH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2023.

Only the Landlord's legal representative, Samuel Korman, attended the hearing.

As of 10:26AM, 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. As a result, the hearing proceeded with only the Landlord's evidence. The Tenant did not join the proceedings for the remainder of the hearing block.

**This order was sent for issuance on April 12, 2023. Due to an error, the order is being issued on May 24, 2023. The order has been amended accordingly.**

### 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. The lawful rent is \$1,318.86, effective April 1, 2023. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation for the period April 1, 2022 to March 31, 2023 is \$41.54. This amount is calculated as follows: \$1,263.45 x 12, divided by 365 days. The daily rent/compensation from April 1, 2023 is \$43.36 (\$1,318.86 x 12 months, divided by 365 days).
5. The Tenant has paid \$16,620.63 to the Landlord since the application was filed.

6. The rent arrears owing to March 24, 2023 are \$9,302.54.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,273.88 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.
9. The Landlord's representative testified that he personally tried to negotiate with the Tenant a settlement of the rental arrears. The Landlord's representative telephoned the Tenant three times and left messages for the Tenant. The Tenant did not reply.
10. Based on the evidence, I find pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act') that the Landlord attempted to negotiate a settlement of the Tenant's rent arrears.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to give evidence of their circumstances, or to contest the Landlord's application.

**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:**
  - \$13,753.90 if the payment is made on or before June 4, 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 June 4, 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 4, 2023**
5. As of the date of the hearing, the Tenant shall pay the Landlord \$8,208.41. This amount represents amount of the rent and compensation owing up to the hearing date and the Landlord's cost of filing the application, less the rent deposit and interest the Landlord owes on the rent deposit. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the full amount owing by June 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 5, 2023 at 6.00% annually on the balance outstanding.
7. The Tenant shall also pay \$41.54 per day for compensation for the use of the unit starting March 25, 2023 until the date the Tenant moves out of the unit.

8. If the unit is not vacated on or before June 4, 2023, then starting June 5, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 5, 2023.

**May 24, 2023**  
**Date Issued**

\_\_\_\_\_  
Harry Cho  
Vice Chair, 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 5, 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 June 4, 2023**

|  |                    |
|--|--------------------|
| Rent Owing To April 30, 2023   | \$30,173.53        |
| Application Filing Fee   | \$201.00           |
| NSF Charges  | \$0.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$16,620.63      |
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed    | - \$0.00           |
| <b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}           | - \$0.00           |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00           |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$13,753.90</b> |

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

|  |                      |
|--|----------------------|
| Rent Owing To Hearing Date   | \$25,923.17          |
| Application Filing Fee   | \$201.00             |
| NSF Charges  | \$0.00               |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$16,620.63        |
| <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                                | - \$1,273.88         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$21.25            |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}          | - \$0.00             |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00             |
| <b>Total amount owing to the Landlord</b>  | <b>\$8,208.41</b>    |
| Plus daily compensation owing for each day of occupation starting March 25, 2023       | \$41.54<br>(per day) |