



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: HAMILTON EAST KIWANIS NP HOMES INC. v DOUTOMBAH, 2023 ONLTB 39587

Date: 2023-05-23

File Number: LTB-L-056824-22

In the matter of: 5, 21 SANFORD AVENUE NORTH
HAMILTON ONTARIO L8L8G5

Between: HAMILTON EAST KIWANIS NP HOMES INC. Landlord

And

GERMAINE DOUTOMBAH Tenant

Review Order

HAMILTON EAST KIWANIS NP HOMES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict GERMAINE DOUTOMBAH (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-056824-22 issued on March 7, 2023.

On April 21, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding.

On April 24, 2023, interim order LTB-L-056824-22-RV-IN was issued, staying the order issued on March 7, 2023.

This application was heard by videoconference on May 16, 2023. The Landlord's Agent, C. Bell, and the Tenant attended the hearing. The Tenant's daughter, A. Ningayam, was also present and she provided interpreter services for the Tenant.

Determinations:

1. The Landlord consented to the Tenant's request to review the order.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$930.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$30.58. This amount is calculated as follows: \$930.00 x 12, divided by 365 days.
6. The Tenant has paid \$3,912.00 to the Landlord since the application was filed.
7. The rent arrears owing to May 31, 2023 are \$10,039.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from Eviction

10. The rental unit was previously subsidized but the subsidy was removed in 2021 and despite the opportunity to get it reinstated, the Tenant has failed to submit all the documents required by the Landlord for the assessment of the lawful rent. The Landlord's Agent stated that she spent several hours in the rental unit about three weeks ago, explaining to the Tenant the documents required for her subsidy to be restored.
11. The Tenant has resided in the rental unit for about 8 years and has four children, three of whom are adults. The Tenant, who is employed parttime and receives child tax benefit of \$300.00 monthly, intends to provide the requested documents to the Landlord.
12. I have considered all 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 July 31, 2023 pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to either secure alternative accommodation or pay the outstanding amount.

It is ordered that:

1. The request to review order LTB-L-056824-22 issued March 7, 2023, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on April 24, 2023, is cancelled, and replaced with this order.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,225.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,155.00 if the payment is made on or before June 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,085.00 if the payment is made on or before July 31, 2023. See Schedule 1 for the calculation of the amount owing.
5. 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 July 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **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 July 31, 2023**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,784.28. 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.
 8. The Tenant shall also pay the Landlord compensation of \$30.58 per day for the use of the unit starting May 17, 2023 until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before June 3, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 4, 2023 at 6.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before July 31, 2023, then starting August 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. 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 August 1, 2023.

2023 ONLTB 39587 (CanLI)

May 23, 2023
Date Issued

Jitewa Edu
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 February 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	\$13,951.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,912.00
Total the Tenant must pay to continue the tenancy	\$10,225.00

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	\$14,881.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,912.00
Total the Tenant must pay to continue the tenancy	\$11,155.00

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	\$15,811.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,912.00
Total the Tenant must pay to continue the tenancy	\$12,085.00

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

Rent Owing To Hearing Date	\$13,510.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,912.00
Total amount owing to the Landlord	\$9,784.28
Plus daily compensation owing for each day of occupation starting May 17, 2023	\$30.58 (per day)