



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

**Citation:** Carson Hill Apts. Ltd. v Cedric Gallant, 2023 ONLTB 38478

**Date:** 2023-05-23

**File Number:** LTB-L-061203-22

**In the matter of:** 3, 627 CARSON'S RD OTTAWA  
ON K1K2G9

**Between:** Carson Hill Apts . Ltd. Landlord

**And**

Cedric Gallant Tenants  
Germain Gallant

Carson Hill Apts. Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Cedric Gallant and Germain Gallant (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 26, 2023.

The Landlord's Agent, Kathy Bartkowski, and the Tenant, Germain Gallant, attended the hearing. The Tenant confirmed she has the authority to speak on behalf of the other Tenant. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

At the outset of the hearing, the Tenant requested that the matter be adjourned as they received the notice of hearing four days prior to the hearing. The Tenant then stated they received the notice of hearing on April 15, 2023 but were unable to prepare their evidence for the hearing. The Board mailed the notice of hearing on March 23, 2023 and it was not returned to the Board as undeliverable. I was not satisfied that the Tenants did not receive proper notice of the hearing and therefore the request to adjourn the matter was denied.

**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 \$1,166.13. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$38.34. This amount is calculated as follows: \$1,166.13 x 12, divided by 365 days.
5. The Tenants have paid \$3,981.95 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$5,253.56.
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 \$1,100.00 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.
9. Interest on the rent deposit, in the amount of \$109.17 is owing to the Tenants for the period from February 24, 2017 to April 26, 2023.
10. The Landlord's Agent submitted that this is the fourth time the Landlord has filed an application against the Tenants for arrears of rent. She submitted that the Landlord has worked with the Tenants in the past to engage them in payment plans however each time, they have neglected their obligation to these payment plans and have not followed through. She stated the current arrears are substantial and the Landlord is seeking a standard 11day order.
11. The Tenant testified they want to preserve the tenancy and sought a postponement of the termination date to afford them more time to pay the arrears or secure alternative housing. The Tenant requested the termination of the tenancy be delayed until May 31, 2023.
12. In this case, the termination date on an 11-day standard order would be June 3, 2023 which is a later date than what the Tenant requested. Therefore a voidable standard order will issue.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
  - \$6,605.69 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$7,771.82 if the payment is made on or before June 3, 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 3, 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 3, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,061.10. 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 \$38.34 per day for the use of the unit starting April 27, 2023 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 3, 2023, the Tenants will start to owe interest. This will be simple interest calculated from June 4, 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 3, 2023, then starting June 4, 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 4, 2023.

**May 23, 2023**

**Date Issued**

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

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Susan Priest

Member, Landlord and Tenant Board

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 4, 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	\$10,401.64
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	- \$3,981.95
<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>\$6,605.69</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 3, 2023**

Rent Owing To June 30, 2023	\$11,567.77
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	- \$3,981.95
<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>\$7,771.82</b>

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

Rent Owing To Hearing Date	\$9,066.22
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	- \$3,981.95
<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	- \$1,100.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$109.17
<b>Total amount owing to the Landlord</b>	<b>\$4,061.10</b>
Plus daily compensation owing for each day of occupation starting April 27, 2023	\$38.34 (per day)