



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

**Citation:** 39 East Liberty Residence LP v Ramatoulie Sowe Wielandt, 2023 ONLTB 38482

**Date:** 2023-05-19

**File Number:** LTB-L-070089-22

**In the matter of:** 2603, 15 SOLIDARITY WAY  
TORONTO ON M6K0G8

**Between:** 39 East Liberty Residence LP

Landlord

### **And**

Ramatoulie Sowe Wielandt

Tenant

39 East Liberty Residence LP (the 'Landlord') applied for an order to terminate the tenancy and evict Ramatoulie Sowe Wielandt (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 10, 2023.

The Landlord's Agents Julia Naumenko and Aaron Silverberg and the Landlord's Legal Representative Sabrina Sciulli and the Tenant Ramatoulie Sowe Wielandt attended the hearing.

### **Determinations:**

1. At the hearing the Landlord relied on oral submissions and referred to documents to support their application. The Tenant was also given an opportunity to provide submissions and evidence.
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 was \$2,100.00 and increased to \$2,406.00 on May 1, 2023. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$79.10. This amount is calculated as follows: \$2,406.00 x 12, divided by 365 days.

6. The Tenant has paid \$4,000.00 to the Landlord since the application was filed.
7. The rent arrears owing to May 31, 2023 are \$17,176.00. This amount was not in dispute.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,100.00 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.
10. Interest on the rent deposit, in the amount of \$18.70 is owing to the Tenant for the period from January 1, 2023 to May 10, 2023.
11. The Tenant explained that she had lost employment which lead to the rent arrears. She stated she expects to start a second job in the middle of June 2023. I canvassed the Tenant's current income to determine if she could afford the monthly rent and a meaningful payment towards the arrears. After considering the current financial circumstances of the Tenant, I do not find this tenancy is sustainable.
12. I asked the Tenant if there were any circumstances she was experiencing that would make an eviction unfair. She explained that if she were evicted she would have no where to go. I asked the Tenant how much time she would need to find new living accommodations and she responded that she would need two months.
13. The Landlord submitted that ongoing efforts were made to negotiate a payment agreement with the Tenant but the Tenant did not follow through on an agreement that had been reached earlier on after the application was filed. The Landlord sought eviction but was not opposed to postponing the termination date to June 30, 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 30, 2023 pursuant to subsection 83(1)(b) of the Act. From the date of the hearing, this will provide the Tenant 51 days to find alternate living arrangement. While slightly less than the two months the Tenant requested at the hearing, I find it to be a fair and reasonable time period which balances the interests of both parties.

**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:**
  - \$17,362.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$19,768.00 if the payment is made on or before June 30, 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 30, 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 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$13,628.30. 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 Tenant shall also pay the Landlord compensation of \$79.10 per day for the use of the unit starting May 11, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenant 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 30, 2023, then starting July 1, 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 July 1, 2023.

**May 19, 2023**

**Date Issued**

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John Cashmore

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 January 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	\$21,176.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,362.00</b>

**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	\$23,582.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$19,768.00</b>

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

Rent Owing To Hearing Date	\$19,561.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,000.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,100.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$18.70
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$13,628.30</b>
Plus daily compensation owing for each day of occupation starting May 11, 2023	\$79.10 (per day)

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