



Order under Section 69 Residential Tenancies Act, 2006

Citation: HOOD PROPERTY MANAGEMENT v Andrea French, 2023 ONLTB 36619

Date: 2023-05-16

File Number: LTB-L-055563-22

In the matter of: 573 GILES BLVD W
WINDSOR ON N9A6H8

Between: HOOD PROPERTY MANAGEMENT Landlord

And

Andrea French Tenants Charles Hodgkin-McGuin

HOOD PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea French and Charles Hodgkin-McGuin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 12, 2023.

Only the Landlord's representative, Tim Currie attended the hearing.

As of 9:56 a.m., the Tenants were 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.

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 \$1,409.38. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$46.34. This amount is calculated as follows: \$1,409.38 x 12, divided by 365 days.

5. The Tenants have paid \$9,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$1,372.52.
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 \$1,375.00 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 \$52.01 is owing to the Tenants for the period from April 1, 2021 to April 12, 2023.

Relief from Eviction

10. 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 15, 2023 pursuant to subsection 83(1)(b) of the Act.
 1. The Landlord is seeking an eviction order with a delay to allow the Tenants to pay the arrears and maintain the tenancy.
 2. The Landlord's representative submitted that the Landlord is unaware of any circumstances of the Tenants that would cause the termination of the tenancy to be delayed or denied.
 3. The Landlord's representative testified that the Landlord has been in constant communication with the Tenants about the repayment of arrears. There have been significant payments from the Tenants toward the arrears. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenants.
 4. The Tenants did not attend the hearing to give evidence of their circumstances and thus, I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.
 5. I find that an eviction order with a delay to June 15, 2023 is fair in the circumstances, so the Tenants can arrange their affairs and move, or pay off the arrears and void the eviction order if they are able.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenant voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord:**

- \$2,967.90 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$4,377.28 if the payment is made on or before June 15, 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 15, 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 15, 2023**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$721.79. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$46.34 per day for compensation for the use of the unit starting April 13, 2023 until the date the Tenants moves out of the unit.
 6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
 7. If the unit is not vacated on or before June 15, 2023, then starting June 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 8. 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 16, 2023.

May 16, 2023

Date Issued

Camille Clyne

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 16, 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 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	\$11,781.90
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$9,000.00
Total the Tenants must pay to continue the tenancy	\$2,967.90

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2023

Rent Owing To June 30, 2023	\$13,191.28
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$9,000.00
Total the Tenants must pay to continue the tenancy	\$4,377.28

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

Rent Owing To Hearing Date	\$9,519.22
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$9,000.00
Less the amount of the last month's rent deposit	- \$1,375.00
Less the amount of the interest on the last month's rent deposit	- \$52.01
Total amount owing to the Landlord	\$(721.79)
Plus daily compensation owing for each day of occupation starting April 13, 2023	\$46.34 (per day)