



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

Citation: IMH Pool V LP v Sheila Veitch, 2023 ONLTB 33860

Date: 2023-05-16

File Number: LTB-L-054854-22

In the matter of: 401, 350 THE EAST MALL  
ETOBICOKE ON M9B3Z7

Between: IMH Pool V LP Landlord

And

Barry joseph Gallant and Sheila Veitch Tenant

IMH Pool V LP (the 'Landlord') applied for an order to terminate the tenancy and evict Barry joseph Gallant and Sheila Veitch (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 11, 2023.

The Landlord's Representative, S. Enriquez and the Tenant, B. Gallant attended the hearing.

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 \$2,876.10. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$94.56. This amount is calculated as follows: \$2,876.10 x 12, divided by 365 days.
5. The Tenant has paid \$9,868.10 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$16,114.50.

7. The Landlord is entitled to \$120.00 to reimburse the Landlord for administration charges and \$80.00 for bank fees the Landlord incurred as a result of 8 cheque given by or on behalf of the Tenant which was returned NSF.
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 \$2,842.00 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 \$18.92 is owing to the Tenant for the period from January 1, 2022 to April 11, 2023.

Relief from eviction

11. The Tenant testified that he is employed in the film industry and his income is approximately \$8000.00 a month. He testified that in March of 2022, he started to pay of his back taxes off at a rate of approximately \$1,200.00 a month. He testified that in the summer of 2022, he had to travel back home to P.E.I for two weeks due to a family emergency and that caused him to be off work during that time. He testified that he was off of work in the fall of 2022 for approximately 4 weeks due to illness, and that his company shuts down a week before Christmas. The Tenant lives in the unit by himself and has occupied the unit since October 2021.
12. The Tenant is suggesting a payment plan that would see the arrears paid off in approximately 20 months. This includes paying \$500.00 towards the arears from April to September, then \$1,000.00 until the arrears are paid in full, which is approximately 14 more months, totalling 20 months.
13. The Landlord is seeking a standard order.
14. The Tenant testified extensively regarding his monthly expenses versus his income. After adding up the Tenant's expenses, including his rent and the proposed payments towards the arrears of \$500.00 for the first 5 months of the plan, the Tenant is in a deficit of \$331.10 every month. Even if the plan that the Tenant proposed was affordable for the Tenant, I do not find that the length of time the Tenant is requesting to pay off the arrears is reasonable in the circumstance. I am not confident that the Tenant will prioritize the arrears and rent payments going forward partly because the Tenant testified that one of the reasons for the arrears in the first place was because the Tenant was paying off his back taxes and it appears that this payment was prioritized over his rent payments. The Payment towards the back taxes doesn't end until September 2023.
15. 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 May 31, 2023 pursuant to subsection 83(1)(b) of the Act.

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:

- \$19,376.60 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2023
- 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,803.64. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$94.56 per day for the use of the unit starting April 12, 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 May 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 28, 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 May 31, 2023, then starting June 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 June 1, 2023.

2023 ONL TB 33860 (CanLII)

May 16, 2023

Date Issued

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 Emily Robb  
 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 1, 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 May 31, 2023

Rent Owing To May 31, 2023	\$28,858.70
Application Filing Fee	\$186.00
NSF Charges	\$200.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,868.10
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$19,376.60

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

Rent Owing To Hearing Date	\$24,146.66
Application Filing Fee	\$186.00
NSF Charges	\$200.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,868.10
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,842.00
Less the amount of the interest on the last month's rent deposit	- \$18.92
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,803.64
Plus daily compensation owing for each day of occupation starting April 12, 2023	\$94.56 (per day)