



Order under Section 69 Residential Tenancies Act, 2006

Citation: 3Gen Development Group v Vant, 2023 ONLTB 35705

Date: 2023-05-11

File Number: LTB-L-039988-22

In the matter of: 2, 6256 BARKER ST
NIAGARA FALLS ON L2G1Y7

Between: 3 Gen Development Group Landlord

And

Shawn Vant Tenant

3Gen Development Group (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Vant (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 16, 2023.

The Landlord's representative J Tonnos and the Tenant 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 \$788.35. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.92. This amount is calculated as follows: \$788.35 x 12, divided by 365 days.
5. The Tenant has paid \$2,365.05 to the Landlord since the application was filed.

Rent Arrears

6. The Landlord's evidence is that the rent arrears owing to February 28, 2023 are \$4,729.90. This amount represents six months, identified by the Landlord as the months of May, June, September and October 2022 and January and February 2023.
7. The Tenant testified that he owes only two months in 2022 and two months in 2023, a total of \$3,153.40. The Tenant said that he had banking records to support his claim, however he could not access the online Tribunals Ontario portal to upload his evidence.
8. The parties agreed that there is \$1,576.70 owing for January and February 2023 rent arrears.
9. The parties agreed that there is \$1,576.70 owing for two months of rent arrears in 2022.
10. The parties disagreed that there is also \$1,576.70 owing for two additional months of rent arrears in 2022.
11. At the hearing, the parties agreed to meet in person at the Landlord's representative's office on or before March 10, 2023. The Tenant agreed to provide a cheque for January and February 2023 rent arrears of \$1,576.70 and to provide his banking records from May 2022 to the hearing date and both parties would be able to see the transactions and verify the rent arrears owing by the Tenant.
12. The parties agreed that they would rely on the Tenant's banking records to support the amount of rent arrears for 2022, be this \$1,576.70 (representing two months as the Tenant claims) or \$3,153.40 (representing four months as the Landlord claims).
13. The parties agreed that all additional rent arrears would be paid by March 31, 2023.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.
16. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant agreed that all rent arrears and the filing fee would be paid by March 31, 2023. This order is being issued after the payment date provided by the Tenant at the hearing. Therefore it is unnecessary to grant the Tenant any further relief. If the Tenant has made the payment then the tenancy will continue.

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:**

- \$7,280.95 if the payment is made on or before May 22, 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 22, 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 22, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,542.27. 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.
 6. The Tenant shall also pay the Landlord compensation of \$25.92 per day for the use of the unit starting February 17, 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 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 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 22, 2023, then starting May 23, 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 May 23, 2023.

2023 ONLTB 35705 (CanLII)

May 11, 2023

Date Issued

Heather Kenny

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 November 23, 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 22, 2023

Rent Owing To May 31, 2023	\$9,460.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,365.05
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	\$7,280.95

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

Rent Owing To Hearing Date	\$6,721.32
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,365.05
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	- \$
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$4,542.27
Plus daily compensation owing for each day of occupation starting February 17, 2023	\$25.92 (per day)