



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hazelview Property Services Inc v Edward Leeson, 2023 ONLTB 34625

Date: 2023-05-08

File Number: LTB-L-057671-22

In the matter of: 603, 300 REGINA ST N
WATERLOO ON N2J3B8

Between: Hazelview Property Services Inc Landlord

And

Edward Leeson and Rebecka Leeson Tenants

Hazelview Property Services Inc ('HPSI' or the 'Landlord') applied for an order to terminate the tenancy and evict Edward Leeson and Rebecka Leeson ('EL' and 'RL' or collectively, the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 24, 2023.

The Landlord's Legal Representative, Sean Beard ('LLR'), and the Tenants attended the hearing. The Tenants consulted with Tenant Duty Counsel prior to the commencement of the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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 monthly rent is \$1,710.28. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$56.23. This amount is calculated as follows: \$1,710.28 x 12, divided by 365 days.
5. The Tenants have not made any payments since the L1 application was filed.

6. The rent arrears owing to April 30, 2023 are \$25,718.52. This amount was not disputed by the Tenants.
7. As the date of this order is May 8, 2023, an additional month's rent has come due and the new amount owing to May 31, 2023 is \$27,428.80
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 \$1,690.00 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 \$51.19 is owing to the Tenant for the period from August 1, 2021 to April 24, 2023.
11. The Tenants had requested an adjournment so that according to advice that was provided to them by Tenant Duty Counsel, they could seek outside assistance, such as through Lutherwood (Eviction Prevention Program). They indicated they wished to maintain their tenancy but confirmed that no outside agency has yet been engaged and therefore, they were unable to show any form of confirmation to show something was being considered.
12. The Tenant EL testified that she is in a high-risk pregnancy and has two toddlers to take care of. EL also testified that her father (Tenant EL) is also quite unwell, battling cancer and requiring oxygen-assistance while he resides at home.
13. The Tenant EL was unable to provide any proposal of repayment. The Tenants had made no disclosure in advance of the hearing and did not have any evidence to lead during the hearing.
14. The Tenant EL disclosed by way of testimony, her and her father's monthly income which currently comes to about \$2,157.00 monthly (a combination of OW and ODSP). She indicated that she had been suspended from receiving Child Tax Benefits, but stated she had just started to receive \$1,400.00 per month. There were no other sources of income that the Tenants were able to identify. The Tenants were asked whether they had any other debts to pay back and responded that they did not.
15. The Tenants indicated they were consumed with the Tenant EL's health challenges in 2022 (when he was near-death), so that they really did not have the ability to address the rent arrears that had been accumulating.
16. The Tenants also challenged LLR's submissions that the Landlord had made a number of efforts in the past year to contact the Tenants about their arrears and asked them for a proposal to repay.
17. The Tenant EL testified that she had gone to the on-site office a number of times in the recent past, but was told by staff that the Tenants' arrears were too high and the Tenants should think of moving. LLR indicated that as a routine course of action, the Landlord's staff contacts tenants in the residential complex regularly about arrears and repayment

plans. He submitted the Tenants never provided any kind of proposal; further, LLR stated that had they done so earlier last year when they were initially contacted, the prospect of repayment would not be so daunting as it is now.

18. In the end, the Tenants requested some time for them to either contact outside resources so they can look to secure some financial assistance (and continued the tenancy), or for them to look for alternate accommodations. They requested two months of time. The Landlord maintained their request for a standard voidable order, but recognized the Tenants' circumstances might require some postponement in respect of a voiding date.
19. It was evident that the Tenants were unable to provide any reasonable repayment plan of any kind during the hearing for me to consider. Their arrears situation is a serious one and it is clear that as it stands now, the arrears will simply continue to grow.
20. 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 (should the Tenants not void this order) until May 31, 2023 pursuant to subsection 83(1)(b) of the Act.
21. I explained this decision to the Tenants in detail, and asked them to go back to the Main Session room to request another meeting with Tenant Duty Counsel. I indicated that Tenant Duty Counsel could help by at least providing them with contacts of much-needed resources and services in respect of financial assistance and/or relocation services.

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:**
 - \$27,614.80 if the payment is made on or before May 31, 2023. See Schedule 1A 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 May 31, 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 May 31, 2023.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$23,802.57. This amount includes rent arrears owing up to the date of the hearing (April 24, 2023) and the cost of filing the L1 application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1B for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$56.23 per day for the use of the unit starting April 25, 2023 until the date the Tenant smove out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 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 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.

May 8, 2023

Date Issued

15 Grosvenor Street, Ground Floor Toronto
ON M7A 2G6

Alex Brkic
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 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.

*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	\$27,428.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Total the Tenants must pay to continue the tenancy	\$27,614.80

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

Rent Owing To Hearing Date	\$25,357.76
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,690.00
Less the amount of the interest on the last month's rent deposit	- \$51.19
Total amount owing to the Landlord	\$23,802.57
Plus daily compensation owing for each day of occupation starting April 25, 2023	\$56.23 (per day)