



Order under Section 69 Residential Tenancies Act, 2006

Citation: 206 Queen Street Holdings Corp. v John Douglas Dillon, 2023 ONLTB 34897

Date: 2023-05-05

File Number: LTB-L-058119-22

In the matter of: 16, 206 QUEEN ST
SARNIA ON N7T2R6

Between: 206 Queen Street Holdings Corp. Landlord

And

John Douglas Dillon

Tenant

206 Queen Street Holdings Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict John Douglas Dillon (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 24, 2023.

The Landlord's legal representative, Kelly Hawkes, and the Tenant attended the hearing. The Tenant also had their mother and support person, Kyla Greenberg, attend the hearing. The Tenant spoke with Tenant Duty Counsel on the hearing date.

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 \$910.80. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.94. This amount is calculated as follows: \$910.80 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$7,280.75.

7. The Landlord did not provide any evidence at the hearing regarding proof of the NSF or related bank charges. Therefore, the request for \$20.00 in associated NSF charges is denied.
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 \$900.00 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 \$25.35 is owing to the Tenant for the period from September 1, 2021 to April 24, 2023.
11. The Tenant had their mother speak on their behalf throughout the hearing because the Tenant indicated that they had disabilities and may not understand what is happening during the hearing.
12. The Tenant was not aware of the ongoing arrears because they were under the impression that CMHA and OW were paying the rent directly to the Landlord. The Tenant's mother has reached out to OW to inquire about the payment, however, she has been unsuccessful obtaining any information from the Tenants worker and has been persistently trying to get in touch with someone from OW to find out how to resolve the issue with non-payment. The Tenant has also tried directly to reach out without success.
13. The Tenant indicated that there is a stub that they receive from OW which indicates that a portion of the payment is being made directly to the Landlord. The Tenant did not have this stub readily available at the hearing to review.
14. The Landlord indicated that the management company for the Landlord changed hands around November of 2022, but that any payment from the previous management would have been transferred to the new company. Otherwise, the Landlord confirmed they have received no funds from CMHA or OW for the Tenant since July of 2022 and there had been a credit balance as of August 2022 on the Tenants account. Since then, they have not received any payments.
15. While I acknowledge that the Landlord denies receipt of the funds, and the Tenant was unable to provide evidence to show the housing portion of their cheque being paid directly to the Landlord, I still find it prudent to give the Tenant additional time to investigate the issue with the payments and to reach out to the Landlord if there is in fact a discrepancy in where the funds have been going.
16. A delay in enforcement of the order would also provide the Tenant with more time to reach out to agencies and their local government to get some answers on why the Tenant is no longer receiving benefits. Or if they are, provide some clarity on where the payments are being made to. The Tenant and their mother agreed that they should have the necessary information within a couple of weeks.
17. I find it more appropriate to provide an additional delay and an oral decision was provided at the hearing based on the parties submissions.
18. 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:**
 - \$8,377.55 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 \$6,349.16. 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 \$29.94 per day for the use of the unit starting April 25, 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 16, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 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.

May 5, 2023
Date Issued

 Terri van Huisstede
 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.

*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 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	\$8,191.55
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$8,377.55

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

Rent Owing To Hearing Date	\$7,088.51
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$900.00
Less the amount of the interest on the last month's rent deposit	- \$25.35
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	\$6,349.16
Plus daily compensation owing for each day of occupation starting April 25, 2023	\$29.94 (per day)