



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Hazelview Property Services Inc. v Crowe, 2023 ONLTB 34990

**Date:** 2023-05-04

**File Number:** LTB-L-042418-22

**In the matter of:** 702, 27 VANIER DR  
GUELPH ON N1G2L1

**Between:** Hazelview Property Services Inc. Landlord

**And**

Caitlyn Crowe Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Caitlyn Crowe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 28, 2023. The Tenant attended the hearing. The Landlord was represented at the hearing by Sean Beard.

### 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 \$1,572.08. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.68. This amount is calculated as follows: \$1,572.08 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 February 28, 2023, are \$39,755.67. This amount exceeds the jurisdiction of the Board which is \$35,000.00. The Landlord understands that by accepting the Board's jurisdiction, it cannot pursue the Tenant for the amount above \$35,000.00 that is owing in any other application or court proceeding.**
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 \$1,553.44 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.

9. Interest on the rent deposit, in the amount of \$86.12 is owing to the Tenant for the period from April 22, 2019, to February 28, 2023.
10. At the hearing the Tenant acknowledged the tenancy is no longer viable. The Tenant advised she needed until April 30, 2023, to find a new place to live. Given the date of this order, and the amount of rent arrears, I find that it would be unfair to grant any further relief from eviction pursuant to s.83(1) of the *Residential Tenancies Act, 2006*.

**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:**
  - \$44,657.91 if the payment is made on or before May 15, 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 15, 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 15, 2023**
5. **If the Tenant does not void the order, The Tenant shall pay to the Landlord \$35,000.00\*, which represents the amount of rent owing and compensation up to the hearing date, less the rent deposit and interest the Landlord owes on the rent deposit up to the limit of the Board's jurisdiction.**
6. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2023, at 6.00% annually on the balance outstanding.
7. If the unit is not vacated on or before May 15, 2023, then starting May 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 May 16, 2023.

**May 4, 2023**  
**Date Issued**

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Bryan Delorenzi  
 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 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2023**

Rent Owing To May 31, 2023	\$44,471.91
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$44,657.91</b>

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

Rent Owing To Hearing Date	\$39,755.67
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,553.44
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$86.12
<b>Total amount owing to the Landlord</b>	<b>\$38,302.11</b>
Plus daily compensation owing for each day of occupation starting March 1, 2023	\$51.68 (per day)
<b>Total the Tenant must pay the Landlord if the tenancy is terminated:</b>	<b>\$35,000.00*</b>
	<small>*This is the limit of the Board's jurisdiction</small>