



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

**Citation:** Windsor Essex Community Housing Corporation v Renaud, 2023 ONLTB 34608

**Date:** 2023-05-02

**File Number:** LTB-L-040873-22

**In the matter of:** 3427 MILLEN ST  
WINDSOR ON N9C1T3

**Between:** Windsor Essex Community Housing Corporation Landlord

**And**

Randy Renaud Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Randy Renaud (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2023.

The Landlord's representative M Roy and the Tenant attended the hearing.

### **Determinations:**

#### *Tenant's Request for an Adjournment*

1. For the reasons that follow, the Tenant's request for an adjournment is denied.
2. The Tenant requested an adjournment to allow him some additional time to consider repayment options and to propose them to the Landlord.
3. The Landlord's representative objected to the Tenant's adjournment request citing the length of time that the rent has been in arrears and that the Tenant had not made any contact with the Landlord since the application was filed.

4. I find that the Tenant had ample opportunity prior to the hearing date to contact the Landlord to propose repayment options and chose not to. Therefore the request to adjourn is denied.

Rent Arrears

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$769.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$25.28. This amount is calculated as follows: \$769.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to February 28, 2023 are \$7,606.00.
11. The Tenant does not dispute the amount of arrears.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

Relief from Eviction

14. 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 June 30, 2023 pursuant to subsection 83(1)(b) of the Act.
15. The Tenant testified that he had been in an accident in August, 2022 which required follow-up surgeries, the latest one in mid-February, 2023 and one scheduled for March 6, 2023. He said that he had not been working, but expected to be back at work soon. The Tenant said that he was expecting an income tax refund and anticipated that the amount would pay the rent arrears. The Tenant said that he wanted to maintain his tenancy and simply needed some time to bring his rental account into good standing.
16. The Landlord agreed to an extended eviction date.

**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:**

- \$10,099.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$10,868.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,705.56. 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 \$25.28 per day for the use of the unit starting February 28, 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 13, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 14, 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 June 30, 2023, then starting July 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 July 1, 2023.

**May 2, 2023**

**Date Issued**

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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 January 1, 2024 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	\$9,913.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,099.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2023**

Rent Owing To June 30, 2023	\$10,682.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,868.00</b>

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

Rent Owing To Hearing Date	\$7,519.56
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00

<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$7,705.56</b>
Plus daily compensation owing for each day of occupation starting February 28, 2023	\$25.28 (per day)