



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

Citation: Gignul Non Profit Housing v Belanger, 2023 ONLTB 34053

Date: 2023-05-02

File Number: LTB-L-049873-22

In the matter of: 40 NEWBURY AVE
NEPEAN ON K2E6K8

Between: Gignul Non Profit Housing Landlord

And

Lydia Belanger and Rosie Belanger Tenants

Gignul Non Profit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Lydia Belanger and Rosie Belanger (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

Only the Landlord's representative D Peltier-Corkery attended the hearing.

As of 2:00 pm, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 lawful rent is \$1,060.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.85. This amount is calculated as follows: \$1,060.00 x 12, divided by 365 days.
5. The Tenants have paid \$8,942.00 to the Landlord since the application was filed.

6. The rent arrears owing to March 31, 2023 are \$3,054.00.
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 \$1,634.00 from the Tenants 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 \$41.77 is owing to the Tenants for the period from August 31, 2020 to March 16, 2023.

Relief from Eviction

10. The Landlord's representative observed that the Tenants has been making payments to reduce the rent arrears. The Landlord's representative stated that the Landlord would be willing to allow the Tenants additional time to bring their rental account into good standing.
11. 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 15, 2023 pursuant to subsection 83(1)(b) of the Act. This will allow the Tenants sufficient time to bring their rental account into good standing.

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:**
 - \$5,360.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$6,420.00 if the payment is made on or before June 15, 2023. See Schedule 1 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 Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 15, 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 June 15, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,061.83. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$34.85 per day for the use of the unit starting March 17, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before May 13, 2023, the Tenants 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 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 June 15, 2023, then starting June 16, 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 16, 2023.

2023 ONLTB 34053 (CanLII)

May 2, 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 December 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 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	\$14,116.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,942.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$5,360.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 15, 2023

Rent Owing To June 30, 2023	\$15,176.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,942.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$6,420.00

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

Rent Owing To Hearing Date	\$11,493.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$8,942.00
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	- \$1,634.00
Less the amount of the interest on the last month's rent deposit	- \$41.77
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$1,061.83
Plus daily compensation owing for each day of occupation starting March 17, 2023	\$34.85 (per day)