



Order under Section 69 Residential Tenancies Act, 2006

Citation: Caran Properties Group Inc. v Ankrah, 2023 ONLTB 34227

Date: 2023-05-01

File Number: LTB-L-042182-22

In the matter of: A2, 2982 LAKE SHORE BLVD W
TORONTO ON M8V1J9

Between: Caran Properties Group Inc. Landlord

And

Stanley Ankrah Tenant

Caran Properties Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Stanley Ankrah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. This is the L1 Application.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent. This is the L2 Application.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

Only the Landlord's Legal Representative, Kathleen Lovett, attended the hearing.

As of 9:30 a.m., the Tenant was 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.

At the hearing, the Landlord's Legal Representative requested to amend the applications to remove Kathleen Clement as a party. She submitted that Kathleen Clement was not in possession of the rental unit on the date the applications were filed. As a result, I consent to removing Kathleen Clement as a party to the applications.

Determinations:

L1 Application

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 \$2,206.16. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.53. This amount is calculated as follows: $\$2,206.16 \times 12$, 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 \$30,703.12.
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 \$2,180.00 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.
9. Interest on the rent deposit, in the amount of \$57.81 is owing to the Tenant for the period from September 25, 2020 to April 24, 2023.
10. The Landlord's Legal Representative submitted that the Landlord entered into payment arrangements with the Tenant on September 16, 2022 in which the Tenant signed and agreed to make twelve equal payments to clear the rent arrears. She further submitted the Tenant breached this agreement by not making the first payment as agreed.
11. The Landlord's Legal Representative submitted that the Landlord is unaware of any circumstances of the Tenant that would cause the termination of the tenancy to be delayed or denied. The Tenant did not attend the hearing to give evidence of their circumstances.
12. The Landlord's Legal Representative submitted that the Landlord is seeking a standard 11-day voidable order due to the amount of arrears and that the Tenant has not made any payments.

L2 Application

13. On June 28, 2022, the Landlord gave the Tenant a valid N8 Notice of Termination ('N8 Notice'). The N8 Notice alleges the Tenant has persistently failed to pay the rent on the date it was due.
14. Based on the particulars contained in the N8 Notice served to the Tenant on June 28, 2022, I find that from July 2021 to June 2022, the Tenant was late paying their rent every month of the 12-month period.
15. The Landlord's Legal Representative submitted that due to the late payments and no payment of rent since the application was filed, the Landlord is seeking termination of the tenancy. The Landlord is seeking an 11-day standard non-voidable order.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:L1 Application:

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:**
 - \$33,095.28 if the payment is made on or before May 12, 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 12, 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 12, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$28,185.87. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$72.53 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 12, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 13, 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 12, 2023, then starting May 13, 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 May 13, 2023.

L2 Application:

11. **Notwithstanding paragraphs 2 and 3 immediately above, the tenancy between the Landlord and the Tenant is terminated pursuant to the L2 Application. This means the Tenant must move out of the rental unit on or before May 12, 2023.**
12. If the unit is not vacated on or before May 12, 2023, then starting May 13, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

13. 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 13, 2023.

May 1, 2023
Date Issued

Susan Priest
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 13, 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 as the tenancy is terminated

Rent Owing To Hearing Date	\$30,237.68
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	- \$2,180.00
Less the amount of the interest on the last month's rent deposit	- \$57.81
Total amount owing to the Landlord	\$28,185.87
Plus daily compensation owing for each day of occupation starting April 25, 2023	\$72.53 (per day)