



Order under Section 69 Residential Tenancies Act, 2006

Citation: Poloco Holdings Inc. v Ronald Price, 2023 ONLTB 34127

Date: 2023-05-01

File Number: LTB-L-057381-22

In the matter of: 206, 710 CONCESSION ST
HAMILTON ON L8V1C2

Between: Poloco Holdings Inc. Landlord

And

Ronald Price Tenant

Poloco Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ronald Price (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 13, 2023.

The Landlord's Agent Luciano Puopolo and the Tenant attended the hearing.

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 \$1,177.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.70. This amount is calculated as follows: \$1,177.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,125.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$9,323.00.
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 \$1,125.00 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. The Tenant testified that there had been bedbugs in the unit, and that the Landlord had not done enough to rectify the issue. The Tenant stated that he finally resolved the bedbug issue himself when the Landlord took no action.
10. It was uncontested that the Landlord engaged the services of an exterminator "Terminix" to address the bed bug problem, and that there had been several treatments.
11. The Landlord testified and provided reports from Terminix, that last of which date October 54, 2023, indicated that sanitation in the unit is "not at the best". The instructions to prepare for treatment details what needed to be done, and the extent of all cleaning and preparations for treatment. On November 11, 2022 the Tenant refused further treatment and no new treatments were planned thereafter.
12. The Tenant testified that he refused treatment on basis that Terminix had advised that the treatment would not kill the bedbug eggs. Thereafter he treated the unit and there was no longer a bedbug issue in the rental unit.
13. As a result, I am not satisfied that the Tenant has proven on a balance of probabilities that the Landlord failed to meet the Landlord's obligations under the Act. The Landlord took action in a timely manner to engage Terminix, who provided detailed instructions to the Tenant on how to prepare for treatment and it is the Tenant's own actions that contributed to the less than satisfactory results in his unit. The Landlord should not be held responsible for the Tenant's inability to properly prepare for treatment and the Tenant's refusal of treatment.
14. Although the Tenant raised a concern that he thought settlement offers from the Landlord should be imposed, these were not given any consideration since they are treated as without prejudice discussions to attempt to resolve the issues between the parties.
15. The Tenant also claimed expenses to replace furniture that he had to dispose of in order to ensure the bedbugs were fully eliminated. He did not produce any receipts to show what had been replaced. The Terminix instructions did not indicate that anything had to be disposed of for treatment to be successful. Therefore, the Landlord will not be required to pay the Tenant's expenses.
16. The Tenant requested time to find a new rental unit, and to live rent free in the interim. He estimated that this might take 3-4 months.
17. The Landlord opposed any delay, and any suggestion that the Tenant continue to live rentfree until he vacates. This would be prejudicial to the Landlord noting that arrears are substantial at the time of the hearing.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and 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:

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:**
 - \$10,686.00 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 \$7,710.10. 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 \$38.70 per day for the use of the unit starting April 14, 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. 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.
9. 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

Robert Patchett

Vice Chair, 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 to void the eviction order and continue the tenancy if the payment is made on or before May 12, 2023

Rent Owing To May 31, 2023	\$11,625.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,125.00
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	\$10,686.00

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

Rent Owing To Hearing Date	\$9,774.10
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,125.00
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	- \$1,125.00
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$7,710.10
Plus daily compensation owing for each day of occupation starting April 14, 2023	\$38.70 (per day)