



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1868659 ONTARIO LTD. v Ryan Daniel Hupple, 2023 ONLTB 33960

Date: 2023-04-28

File Number: LTB-L-027289-22

In the matter of: 530, 36 BLUE JAYS WAY
TORONTO ON M5V3T3

Between: 1868659 ONTARIO LTD. Landlord

And

Ryan Daniel Hupple Tenant

1868659 ONTARIO LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Daniel Hupple (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (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 application was heard by videoconference on April 20, 2023.

The Landlord's agent Rahim Lakhani, the Landlord's legal representative, Bill Burd, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

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 \$1,640.00. It is due on the 8th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.92. This amount is calculated as follows: \$1,640.00 x 12, divided by 365 days.
5. The Tenant has paid \$13,250.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 7, 2023 are \$7,670.00.
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 \$1,600.00 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 \$70.49 is owing to the Tenant for the period from January 8, 2021 to April 20, 2023.
10. 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 with respect to the L1 Application pursuant to subsection 83(1) of the Act.

L2 Application

11. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the eighth day of each month. The rent has been paid late each month from June 2021 to March 2022.
12. 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 grant relief from eviction with respect to the L2 Application subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(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:**
 - \$7,856.00 if the payment is made on or before May 7, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,496.00 if the payment is made on or before May 9, 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 9, 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 9, 2023**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,246.47. 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 \$53.92 per day for the use of the unit starting April 21, 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 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 10, 2023 at 6.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 9, 2023, then starting May 10, 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 10, 2023.
 10. If the Tenant does void this order as set out above, tenancy between the Landlord and the Tenant will be allowed to continue if the Tenant meets the conditions set out below.
 11. The Tenant shall pay the lawful rent to the Landlord in full and on time for the months of June 2023 to May 2024.
 12. If the Tenant fails to comply with the conditions set out in paragraph 11 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

April 28, 2023
Date Issued

Richard Ferriss
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 10, 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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 7, 2023

Rent Owing To May 7, 2023	\$20,920.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,250.00
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	\$7,856.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 9, 2023

Rent Owing To June 7, 2023	\$22,560.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,250.00
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	\$9,496.00
--	-------------------

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

Rent Owing To Hearing Date	\$19,980.96
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$13,250.00
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	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$70.49
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	\$5,246.47
Plus daily compensation owing for each day of occupation starting April 21, 2023	\$53.92 (per day)