



Order under Section 69 Residential Tenancies Act, 2006

Citation: Quinte West Non Profit Housing Corp v Robert Steacy, 2023 ONLTB 32484

Date: 2023-04-25

File Number: LTB-L-021233-22

In the matter of: 311, 29 ADRIAN CRT
TRENTON ON K8V6N7

Between: Quinte West Non Profit Housing Corp Landlord

and

Robert Steacy Tenant

Quinte West Non Profit Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Steacy (the 'Tenant') because the Tenant did not pay the rent the Tenant owes.

This application was heard by videoconference on April 11, 2023.

The Landlord's Agent, Leah Price, and the Tenant attended the hearing. The Tenant spoke with Duty Counsel prior to the start of the proceeding.

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 \$881.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$28.96. This amount is calculated as follows: \$881.00 x 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 \$10,869.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant has resided at the rental unit for 15 years. He objected to the fact his rent was raised on May 1, 2022 from \$152.00 to \$868.00. The Landlord's Agent testified this is a rent-g geared to income ("RGI") rental unit and that due to the Tenant's failure to provide documentation his rent had increased to market rates. Given the RGI status of this rental unit the lawful rent is not a matter within the Board's jurisdiction and the Tenant must pursue any challenge to the amount of his rent through internal review with the Landlord.
10. With respect to why he has not paid his rent, the Tenant testified a new countertop was placed on top of a mouldy frame under the sink, for which he is going to be charged, and there are no doors on some of the rooms in the rental unit. The Tenant also testified the rental needs a lot of work, and he has put in numerous work orders but nothing has been done. He further testified he has done a lot work on the rental unit.
11. The Landlord's Agent submitted the Tenant has caused significant damage to the rental unit.
12. No written notice the Tenant wanted to raise the above issues at the hearing was provided to the Landlord in advance of the hearing and I am not satisfied he could not have done so. As a result, the Tenant was not permitted to raise these issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
13. I also note I am not satisfied the above evidence supports finding the state of the rental unit constitutes a serious and ongoing breach of the Landlord's obligations or material covenants that rise to the threshold required for a mandatory denial of eviction under s. 83(3)(a) of the Act.
14. The Landlord's Agent testified they contact the Tenant regularly and have sent numerous letters but the Tenant has not responded. The Tenant disputed the number of letters sent by the Landlord but admitted there had been at least two communications.
15. The Tenant admitted he cannot afford the current rent. The Tenant submitted at best he could afford to pay an additional \$500.00 on top of the prior rental amount which would result in the arrears being paid off over approximately 2 years.
16. Although possible, there is no guarantee the Tenant's rent will decrease and the Tenant will need to address this with his Landlord. If the rent is adjusted I anticipate the Landlord will take this into account with respect to future payments; however, the Landlord's Agent testified a rental adjustment would not be retroactive.
17. The Landlord was not open to a payment plan given the amount of arrears and the alleged damage the Tenant has done to the rental unit.

18. The Tenant also submitted he wished to move and that it would likely take him until the end of June to find a new place to live. The Landlord was open to providing the Tenant with this time to find a new place to live.
19. 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.

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:**

- \$11,055.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,936.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,817.00 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 \$10,492.56. 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 \$28.96 per day for the use of the unit starting April 12, 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 6, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 7, 2023 at 6.00% annually on the balance outstanding.

8. 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.
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 July 1, 2023.

April 25, 2023

Date Issued

Rebecca Case

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 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 April 30, 2023

Rent Owing To April 30, 2023	\$10,869.00
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 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	\$11,055.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2023

Rent Owing To May 31, 2023	\$11,750.00
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 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	\$11,936.00

C. 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	\$12,631.00
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

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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	\$12,817.00

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

Rent Owing To Hearing Date	\$10,306.56
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	- \$
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	\$10,492.56
Plus daily compensation owing for each day of occupation starting April 12, 2023	\$28.96 (per day)