



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kings Club Residences v Brooks, 2023 ONLTB 32025

Date: 2023-04-19

File Number: LTB-L-052605-22

In the matter of: 1902-1100 King Street West Toronto,
ON M6K 0C6

Between: Kings Club Residences Landlord

And

Kayla Brooks Tenant

Kings Club Residences (the 'Landlord') applied for an order to terminate the tenancy and evict Kayla Brooks (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 29, 2023.

The Landlord's Legal Representative Mark Ciobotaru and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to 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 \$2,219.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.95. This amount is calculated as follows: \$2,219.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$12,752.00.

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.

Section 83 Considerations

9. The Tenant acknowledged the arrears and testified that she plans on repaying the arrears and staying in the unit. The Tenant testified that she had lost her job three months after the tenancy commenced which resulted in her having to reach out to the rent bank for support.
10. The Tenant offered a payment plan whereby she would be an additional \$1,000.00 per month inclusive of the regular lawful rent being paid in full and on time.
11. The Tenant testified that she has a job lined up however, she was unable to confirm her employment as of the date of the hearing. The Tenant also testified that she has been renting out her own vehicle on Turo, as well.
12. The Tenant admitted in cross-examination that she is unable to pay the rent for April on April 1, 2023 and testified that she plans on paying the rent on April 15, 2023.
13. On the basis of the evidence of both parties, I am not satisfied that the Tenant has a viable income to support her proposed payment plan. That said, the Tenant was asked whether or not she had applied for a loan to repay the arrears however, the Tenant testified that she had not thought of that avenue to resolve this issue.
14. The tenancy will be terminated however, the Tenant will be given until the end of May to void the order or to find a new unit.
15. 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 May 31, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

16. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
17. **The Tenant may void this order and continue the tenancy by paying to the Landlord:**
 1. \$15,157.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 2. \$17,376.00 if the payment is made on or before May 31, 2023. See Schedule 1 for the calculation of the amount owing.
18. 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 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

- 19. **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 31, 2023.**
- 20. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,834.55. 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.
- 21. The Tenant shall also pay the Landlord compensation of \$72.95 per day for the use of the unit starting March 30, 2023 until the date the Tenant moves out of the unit.
- 22. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2023 at 6.00% annually on the balance outstanding.
- 23. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
- 24. If the unit is not vacated on or before May 31, 2023, then starting June 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 25. 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 1, 2023.

2023 ONLTB 32025 (CanLII)

April 19, 2023

Date Issued

Jagger Benham
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 1, 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 April 30, 2023

Rent Owing To April 30, 2023	\$19,971.00
Application Filing Fee	\$186.00

Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Total the Tenant must pay to continue the tenancy	\$15,157.00

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	\$22,190.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Total the Tenant must pay to continue the tenancy	\$17,376.00

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

Rent Owing To Hearing Date	\$17,648.55
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,000.00
Total amount owing to the Landlord	\$12,834.55
Plus daily compensation owing for each day of occupation starting March 30, 2023	\$72.95 (per day)