



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Ferrante v Lamb, 2023 ONLTB 30089

**Date:** 2023-04-17

**File Number:** LTB-L-053231-22

**In the matter of:** unit 113, 233 hwy 60  
Huntsville ON P1H1C2

**Between:** Frank Ferrante Landlord

**And**

Frank Lamb Tenant

Frank Ferrante (the 'Landlord') applied for an order to terminate the tenancy and evict Frank Lamb (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2023.

Only the Landlord's Representative, Emerson Wargel attended the hearing.

The Tenant attended the hearing at 2:07 p.m. The Notice of Hearing informed the Tenant to join the conference at 8:30 a.m and he provided no reasonable explanation having joined the conference over 5 hours late and 4 hours after the hearing took place. The Tenant first stated he joined at the time of sign in and left the conference to go somewhere and then rejoined the hearing when he got home.

### **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 \$1,450.00. It is due on the 21st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,750.00 to the Landlord since the application was filed.
6. After the application was filed, the Tenant received a credit of \$1,800.00. The Landlord did not amend the application to correct an error with the calculations and in order to proceed with the application, the Landlord chose to waive rent charge for August 21, 2022 to September 20, 2022 (\$1,450.00) that were not claimed on the L1 application. The Landlord's L1/L9 Update sheet also contained an error therefore the Landlord also chose to waive \$350.00 shortfall (\$7,430.00 – \$7,080.00) rather than to adjourn the hearing to serve another Form.
7. The rent arrears owing to April 20, 2023 are \$7,080.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,450.00 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.
10. 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 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:**
    - \$7,266.00 if the payment is made on or before April 20, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$8,716.00 if the payment is made on or before April 21, 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 April 21, 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 April 28, 2023**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,768.33. 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 \$47.67 per day for the use of the unit starting March 31, 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 April 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 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 April 28, 2023, then starting April 29, 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 April 29, 2023.

**April 17, 2023**

**Date Issued**

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Sandra Macchione

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 October 22, 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 April 20, 2023**

Rent Owing To April 20, 2023	\$13,630.00
Application Filing Fee	\$186.00

NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,750.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$1,800.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$7,266.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 21, 2023**

Rent Owing To May 20, 2023	\$15,080.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,750.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit	- \$1,800.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$8,716.00</b>

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

Rent Owing To Hearing Date	\$13,582.33
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,750.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,450.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit	- \$1,800.00
<b>Total amount owing to the Landlord</b>	<b>\$5,768.33</b>
Plus daily compensation owing for each day of occupation starting March 31, 2023	\$47.67 (per day)