



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Oxford Properties Group v Camara, 2023 ONLTB 30853

**Date:** 2023-04-12

**File Number:** LTB-L-040705-22

**In the matter of:** A1131, 2699 BATTLEFORD RD  
MISSISSAUGA ON L5N3R9

**Between:** Oxford Properties Group

**And**

Souleymane Camara



Landlord

Tenant

2023 ONLTB 30853 (CanLII)

Oxford Properties Group (the 'Landlord') applied for an order to terminate the tenancy and evict Souleymane Camara (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 27, 2023.

The Landlord's Legal Representative Faith McGregor 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 \$2,164.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$71.15. This amount is calculated as follows: \$2,164.00 x 12, divided by 365 days.
5. The Tenant has paid \$11,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$8,644.00.
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 \$2,164.00 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 \$15.97 is owing to the Tenant for the period from January 1, 2022 to February 27, 2023.

10. It was the Landlord's evidence that the Tenant has been making payments toward the arrears but had not paid rent for January or February as of the date of the hearing. The Tenant testified that he would make those payments after the hearing as he had received money from his sister the previous week. When asked why he hadn't made a payment immediately after receiving the funds, he stated that he was waiting until after the hearing.
11. The Tenant testified that he has been on parental leave since June 10, 2022 and is receiving monthly benefits of \$2,400.00, but that he will be returning to work on April 12, 2023. He stated that his monthly income is \$5,500.00.
12. The Tenant also testified that he was in a car accident in August of 2022 and that he is expecting an insurance payment of approximately \$37,000.00 for his truck. The Tenant submitted into evidence an unsigned, undated "proof of loss" document regarding a collision on October 1, 2022 for a vehicle value of \$37,823.36. He also submitted into evidence an email to his insurer dated January 27, 2023 which references a "signed settlement agreement," but there was no attachment provided. There is also an email from the insurer dated January 30, 2023 which states that the proof of loss document was not completed correctly and instructions were provided to resubmit the document.
13. It was the Tenant's evidence that as soon as he received his cheque from the insurer, he would be able to pay the arrears in full. The Tenant requested an extension to any eviction order until March 31, 2023 to provide time for the insurance settlement to be received.
14. 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.
15. The Tenant stated that he would be able to void the order by March 31, 2023 as he would be receiving the insurance payment "shortly." For this reason and due to the date of this order, I am satisfied that the Tenant has had sufficient time to void the order.

**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:**
  - \$13,158.00 if the payment is made on or before April 23, 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 23, 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 23, 2023**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,407.08. 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 \$71.15 per day for the use of the unit starting February 28, 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 23, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 24, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 23, 2023, then starting April 24, 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 April 24, 2023.

**April 12, 2023**  
**Date Issued**

  
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Margo den Haan  
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 24, 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 23, 2023**

Rent Owing To April 30, 2023 ( <i>less any payments made after the date of the hearing</i> )	\$24,172.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$11,200.00
<b>Total the Tenant must pay to continue the tenancy (less any payments made after the date of the hearing)</b>	<b>\$13,158.00</b>

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

Rent Owing To Hearing Date	\$19,601.05
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$11,200.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,164.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$15.97
<b>Total amount owing to the Landlord</b>	<b>\$6,407.08</b>
Plus daily compensation owing for each day of occupation starting February 28, 2023	\$71.15 (per day)