



Order under Section 69 Residential Tenancies Act, 2006

Citation: KIRWIN (3121) DIV. v Jean-louis, 2023 ONLTB 29948

Date: 2023-04-12

File Number: LTB-L-047856-22

In the matter of: 702, 3121 KIRWIN AVE
MISSISSAUGA ON L5A3K9

Between: KIRWIN (3121) DIV. Landlord

And

Jamesson Jean-Louis Tenant

KIRWIN (3121) DIV. (the 'Landlord') applied for an order to terminate the tenancy and evict Jamesson Jean-Louis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 27, 2023. The Landlord's legal representative, Nidhi Sharma, 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 at the guideline rent amount as of February 1, 2023 is \$1,634.87. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$53.75. This amount is calculated as follows: \$1,634.87 x 12, divided by 365 days.
5. The Tenant has paid \$3,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$9,934.74.

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 \$1,595.00 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 \$45.88 is owing to the Tenant for the period from February 1, 2022 to March 27, 2023.
10. The Tenant testified that they have been working on and off for a staffing agency and that they continuously get terminated from their various employment as a result of what they believe to be antisocial behaviour on their part. The Tenant requested that they be able to make ongoing rent payments and \$400.00-\$450.00 per month towards the rent arrears until they are paid in full. The Tenant further requested that they be able to pay the April rent by the third week of April and be able to pay the May rent late on the basis that they wanted to ensure they had enough funds.
11. The Landlord was opposed to the payment proposal on the basis that the Tenant could not provide any concrete dates that they would be able to make the payments and the Tenant has only paid \$3,000.00 since the application was filed. And because, the Tenant had indicated that they had the same experience with their employment for the past 5-6 months and did not make regular payments to the Landlord.
12. Although the Tenant has had fairly steady employment despite being persistently terminated, I was not satisfied that the Tenant would be able to make payments in full and on time and I was not satisfied that the Tenant would be able to continue making the monthly rent payments based on the employment history and payment history to the Landlord. I do, however, consider that an extension of time would be appropriate to give the Tenant additional time to find alternative housing.
13. 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 April 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:**
 - \$11,755.61 if the payment is made on or before April 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 April 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 April 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,296.24. 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 \$53.75 per day for the use of the unit starting March 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. 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 30, 2023, then starting May 1, 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 May 1, 2023.

2023 ONLTB 29948 (CanLII)

April 12, 2023

Date Issued

 Terri van Huisstede
 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 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.

*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 30, 2023

Rent Owing To April 30, 2023	\$14,569.61
Application Filing Fee	\$186.00

NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
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	\$11,755.61

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

Rent Owing To Hearing Date	\$12,751.12
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
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	- \$1,595.00
Less the amount of the interest on the last month's rent deposit	- \$45.88
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	\$8,296.24
Plus daily compensation owing for each day of occupation starting March 28, 2023	\$53.75 (per day)