



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lak Property Inc v Vanderbrugghen, 2023 ONLTB 30450

Date: 2023-04-11

File Number: LTB-L-052893-22

In the matter of: 21, 825 CONCESSION ST
HAMILTON ON L8V1C4

Between: Lak Property Inc Landlord

And

Jeff Vanderbrugghen Tenant

Lak Property Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jeff Vanderbrugghen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 30, 2023 on line VC118. The Landlord's legal representative Joseph Kazubek attended the hearing. As of 10:23 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$820.81. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$26.99. This amount is calculated as follows: $\$820.81 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$30,730.44.
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 Landlord stated there have been ongoing in person conversations between the property manager and the Tenant regarding a repayment plan for the rent arrears without

success. The Landlord stated that the property manager advised that the Tenant will try and catch up on payment of the rent arrears but no payments have been made.

10. 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. I find the arrears are significant and are approaching the Board's monetary jurisdictional limit of \$35,000.00. There have been no payments made towards the arrears since the application was filed despite the Landlord's attempts which I accept to discuss a repayment of the arrears. The Tenant did not attend the hearing to proffer any evidence regarding why the Tenant has not been paying the monthly rent.

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:**
 - \$31,737.25 if the payment is made on or before April 22, 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 22, 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 22, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$30,889.45. 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 \$26.99 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 22, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 23, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 22, 2023, then starting April 23, 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 23, 2023.

April 11, 2023
Date Issued

Kimberly Parish
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 23, 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 22, 2023

Rent Owing To April 30, 2023	\$31,551.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$31,737.25

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

Rent Owing To Hearing Date	\$30,703.45
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Total amount owing to the Landlord	\$30,889.45
Plus daily compensation owing for each day of occupation starting March 31, 2023	\$26.99 (per day)