



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

**Citation:** Crius Property Investments Inc. v Russell, 2023 ONLTB 29362

**Date:** 2023-04-06

**File Number:** LTB-L-043248-22

**In the matter of:** 2, 3125 Russell St.  
Windsor ON N9C1E3

**Between:** Crius Property Investments Inc. Landlord

**And**

Steven Russell  
Tanya Maure Tenant

Crius Property Investments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Steven Russell and Tanya Maure (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 28, 2023. The Landlord's representative, D.Chen and the Tenants attended the hearing.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$930.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$30.58. This amount is calculated as follows: \$930.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,548.00 to the Landlord since the application was filed.

6. The parties agree that the rent arrears owing to February 28, 2023 are \$5,817.00.
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 \$930.00 from the Tenants 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 \$15.48 is owing to the Tenants for the period from July 1, 2022 to February 28, 2023.
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 not be unfair to postpone the eviction until April 30, 2023 pursuant to subsection 83(1)(b) of the Act.
11. At the hearing the Tenants proposed a payment plan that would essentially take them approximately 19 months to pay the Landlord back the arrears they owe. The Landlord opposed the plan in stating that it was an excessive amount of time.
12. The Tenants confirmed at the hearing that the only income they were receiving at the time of the hearing was \$700.00 from Ontario Works. Based on the Tenants' monthly income and the length in time it would take them to pay back the arrears they owe, I find that the tenancy is no longer viable.
13. Given the length in time since the hearing and the date of this order the Tenants have been given approximately 60 days since the date of the hearing, and they shall receive some additional time from the inevitable delay of the Landlord enforcing this order.
14. Given the Tenants limited income, I do not find that this delay to be so excessive that would severely prejudice the Landlord- it allows the Tenants to either relocate or find a way to pay the Landlord back in full.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$6,933.00 if the payment is made on or before April 30, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 30, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,057.52. 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 Tenants shall also pay the Landlord compensation of \$30.58 per day for the use of the unit starting March 1, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 17, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 18, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenants 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.

**April 6, 2023**

**Date Issued**

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Curtis Begg

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 Tenants 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	\$8,295.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,548.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$6,933.00</b>

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

Rent Owing To Hearing Date	\$7,365.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,548.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$930.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$15.48
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$5,057.52</b>
Plus daily compensation owing for each day of occupation starting March 1, 2023	\$30.58 (per day)