



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

**Citation:** Denning v Pratt, 2023 ONLTB 29346

**Date:** 2023-04-06

**File Number:** LTB-L-048300-22

**In the matter of:** 1230 PEBBLE RD  
OTTAWA ON K1V8V4

**Between:** Bettina Denning Landlord

**And**

Anthony Pratt Tenant  
Kelly Pratt  
Sarah Pratt

Bettina Denning (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Pratt, Kelly Pratt and Sarah Pratt (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Legal Representative Ahmad Alzameli and the Tenants Anthony Pratt and Kelly Pratt attended the hearing.

**Determinations:**

1. At the hearing, the Landlord relied on oral submissions and referred to documents to support their application. The Tenants were also given an opportunity to provide submissions and evidence.
2. 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,195.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$72.16. This amount is calculated as follows: \$2,195.00 x 12, divided by 365 days.
6. The Tenants have paid \$10,697.00 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2023 are \$8,053.00. After some clarification, the Tenants did not dispute the amount of rent arrears.
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 \$2,195.00 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.
10. Interest on the rent deposit, in the amount of \$17.89 is owing to the Tenants for the period from January 2, 2021 to March 27, 2023.
11. The Landlord sought eviction within 11 days of this order. The Landlord submitted the ongoing rent arrears have caused them financial hardship. The Landlord also submitted that they attempted to negotiate a payment agreement with the Tenants for the rent arrears but no agreement was reached.
12. The Tenants submitted their daughter moved out of the rental unit and another occupant moved in who was contributing to the monthly rent. This person left abruptly and the rent arrears began to accumulate. The Tenants explained that due to mental health issues, they have both lost employment and this also contributed to the rent arrears growing. The Tenants explained they have been looking for alternate living accommodations and sought at least 30 days to complete this search as one Tenant is awaiting approval for employment insurance.
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. This provides the Tenants slightly more than 30 days from the date of the hearing to find different living arrangements but also balances the interests of the Landlord.

**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:**
  - \$10,434.00 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 \$5,779.43. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$72.16 per day for the use of the unit starting March 28, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 30, 2023, the Tenants will start to owe interest. This will be simple interest calculated from May 1, 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**

\_\_\_\_\_  
John Cashmore

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.

**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	\$20,945.00
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	- \$10,697.00
<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>\$10,434.00</b>

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

Rent Owing To Hearing Date	\$18,503.32
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	- \$10,697.00
<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	- \$2,195.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$17.89
<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>\$5,779.43</b>
Plus daily compensation owing for each day of occupation starting March 28, 2023	\$72.16 (per day)