



Order under Section 69 Residential Tenancies Act, 2006

Citation: Arban v Johnson, 2023 ONLTB 28639

Date: 2023-04-06

File Number: LTB-L-037147-22

In the matter of: 1922 QUEENSDALE Avenue Ottawa
ON K1T1K1

Between: Eric Arban Landlord

And

Jill Johnson Tenant

Eric Arban (the 'Landlord') applied for an order to terminate the tenancy and evict Jill Johnson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 13, 2023.

Only the Landlord attended the hearing.

As of 2:49 p.m., 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 \$1,350.00. It is due on the 1st day of each month.
4. The Landlord had indicated on the L1/L9 Update Sheet that the monthly rent had changed effective February 1, 2023 from \$1,350.00 to \$1,415.00, which is above the allowable

guideline rent increase. The Landlord requested to amend the update sheet to indicate that the lawful monthly rent remains at \$1,350.00.

5. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
6. The Tenant has paid \$4,685.00 to the Landlord since the application was filed.
7. The rent arrears owing to February 28, 2023 are \$7,465.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Landlord testified that he has attempted to arrange a payment plans with the Tenant, but she insisted that she would pay the entire amount. She has not done so.
11. The Landlord also testified that the Tenant agreed during the summer of 2022 to vacate the rental unit with 60 days' notice. On that basis, the Landlord submitted an Advance Resolution Request to the Board through the Tribunals Ontario Portal on September 8, 2022 which was not actioned prior to the hearing. As of the date of the hearing, the Tenant was still in possession of the rental unit.
12. The Landlord testified that the Tenant lives in the rental unit with a 16-year-old, another child who is 7 or 8 years old, and her boyfriend, who is not on the lease.
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 for the sole reason that there are children residing in the unit.

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:**
 - \$10,351.00 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 \$6,877.94. 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 \$44.38 per day for the use of the unit starting February 14, 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 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2023 at 6.00% annually on the balance outstanding.
8. 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.
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 May 1, 2023.

April 6, 2023
Date Issued

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 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 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	\$14,850.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,685.00
Total the Tenant must pay to continue the tenancy	\$10,351.00

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

Rent Owing To Hearing Date	\$11,376.94
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,685.00
Total amount owing to the Landlord	\$6,877.94
Plus daily compensation owing for each day of occupation starting February 14, 2023	\$44.38 (per day)