



Order under Section 69 Residential Tenancies Act, 2006

Citation: PRJ Corporation v Tilbury, 2023 ONLTB 28246

Date: 2023-04-06

File Number: LTB-L-049497-22

In the matter of: 6, 169 PARK ROW S
HAMILTON ON L8K2K1

Between: PRJ Corporation Landlord

And

Kevin Tilbury Tenant

PRJ Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Tilbury (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2023. The Landlord's agent, Andrew Downes, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End the Tenancy Early for Nonpayment 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 \$1,296.63. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.63. This amount is calculated as follows: \$1,296.63 x 12, divided by 365 days.
5. The Tenant has paid \$300.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$14,654.89. Both parties agreed that these arrears were owed by the Tenant to the Landlord.

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 \$1,250.00 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 \$21.42 is owing to the Tenant for the period from January 1, 2021 to March 16, 2023.
10. The Landlord's agent, the Property Manager for the residential complex, testified that he engaged with the Tenant in-person multiple times over the past year to discuss the rent arrears and payment options. The Tenant advised him that he had issues with his employment and that was the reason for the accumulation of rent arrears. The Landlord's agent testified further that the Tenant was unable to make payments according to any repayment plan.

Relief from Eviction

11. The Tenant testified that he agreed that he owed the Landlord \$14,654.89 in rent arrears to March 31, 2023, and that he last spoke with the Landlord's agent on April 23, 2022 regarding the payment of arrears. The Tenant noted that as a result of COVID, and a daughter who was ill, he has endured numerous employment disruptions culminating in the loss of his employment in September 2022. The Tenant remarked that an occupant of the unit did not pay his share of the rent, and that also contributed to the accumulation of rent arrears.
12. The Tenant testified further that in addition to paying the on-going rent, he could only afford to make additional monthly rent arrears payments of \$250.00. The Tenant asserted that he wanted to remain in the unit given that he could not afford to move elsewhere with the current high rents.
13. 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.
14. On the basis of the evidence provided, I am satisfied that since March 2022 the Tenant has accrued significant rent arrears that would require 59 months for the Tenant to repay at the Tenant's requested payment rate of \$250.00 monthly. I accept that COVID resulted in some employment and income disruptions for the Tenant; however, given the Tenant's very limited rent payments over the last 12 months during the waning impact of COVID, and the Tenant's stated reliance on rent assistance from an occupant of the unit, I am satisfied that this tenancy is not financially feasible for the Tenant. For these reasons, I find that offering the Tenant conditional relief through an imposed payment plan, or postponing the termination of the tenancy, would result in undue financial hardship for the Landlord. Accordingly, I find that it would be unfair to the Landlord to grant the Tenant with eviction relief.

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:**
 - \$16,137.52 if the payment is made on or before April 17, 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 17, 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 17, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,954.92. 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 \$42.63 per day for the use of the unit starting March 17, 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 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 18, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 17, 2023, then starting April 18, 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 18, 2023.

April 6, 2023

Date Issued

Frank Ebner

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 18, 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 17, 2023

Rent Owing To April 30, 2023	\$16,251.52
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
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	\$16,137.52

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

Rent Owing To Hearing Date	\$14,340.34
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$300.00
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	- \$1,250.00
Less the amount of the interest on the last month's rent deposit	- \$21.42
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	\$12,954.92
Plus daily compensation owing for each day of occupation starting March 17, 2023	\$42.63 (per day)