



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

Citation: Global Properties Limited v Jones, 2023 ONLTB 27433

Date: 2023-03-29

File Number: LTB-L-045945-22

In the matter of: 8, 550 MARGARET ST
CAMBRIDGE ON N3H3X7

Between: Global Properties Limited Landlord

And

Leonard Jones and Sarah Kalnins Tenant

Global Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Leonard Jones and Sarah Kalnins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's agent, Nathan Chang, and the first-named Tenant attended the hearing.

Determinations:

PRELIMINARY ISSUE: N4 SERVICE

1. At the beginning of the hearing, the Tenant raised a preliminary issue of not receiving the N4 notice of termination. He testified that he shared the mailbox with the second-named Tenant until she left in October 2022. They shared one key between themselves.
2. The Tenant submits that they had been experiencing mailbox issues for the past three years but that since the camera was installed earlier this year, the issues have subsided. The Tenant confirmed he has not made any incident reports with the police for stolen mail.
3. On cross-examination, the Tenant confirmed that it was possible that the second-named Tenant received the N4 notice of termination.
4. The Landlord's agent, NC, testified that he served the N4 notice of termination on Septemebr 10, 2021 by leaving it in the Tenant's mailbox. This is how he has previously served N4s as well.

5. Based on the evidence before the Board, I am satisfied that the N4 notice of termination was served the Tenants on September 10, 2021 as testified to by the Landlord. While the Tenant states he did not receive the notice, he did indicate that the mailbox was shared between him and his partner and it was possible she received it.

L1 APPLICATION

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,244.76. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$40.92. This amount is calculated as follows: $\$1,244.76 \times 12$, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to March 31, 2023 are \$23,207.08.
12. The Landlord seeks a standard, voidable eleven-day order.

Tenant's Request for Relief

13. The Tenant does not dispute the arrears as claimed by the Landlord. He testified that he believed the rent was being paid every month by the second-named Tenant and it was only when she left, and he received the notice of hearing, that he discovered they were in rent arrears.
14. The Tenant seeks to preserve his tenancy and proposes a repayment plan where he would be able to pay the rent on time and an additional \$555.24 each month towards the arrears for the next 39 months until the balance is paid in full.
15. In the alternative, the Tenant seeks a delay in eviction of 30 days to "figure it out."

ANALYSIS

16. Based on the evidence before the Board I find the arrears and costs owing to March 31, 2023 total \$23,393.08. This is undisputed by the parties.
17. With respect to the Tenant's request for relief, I find that the repayment plan proposed is excessive in length. The evidence of the parties confirmed that this is not the first time the parties have been before the Board on an application for rent arrears and that once the previous order was satisfied, the Tenant fell back into rent arrears.

18. The Landlord should not have to come to the Board and obtain an order for the Tenant to meet their contractual obligations of paying the rent every month on time and in full.
19. Given the quantum of arrears, the fact that there have been no good-faith payments made since the application was filed, the fact that the arrears have been accruing since August 2021, I do not find it appropriate to grant a repayment plan or that the circumstances warrant a delay in eviction. A standard order shall issue.
20. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
21. The Landlord collected a rent deposit of \$1,244.76 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.
22. Interest on the rent deposit, in the amount of \$1.11 is owing to the Tenant for the period from March 1, 2023 to March 13, 2023.
23. 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.
24. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:**
 - \$23,393.08 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$24,637.84 if the payment is made on or before April 9, 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 9, 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 9, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,434.41. 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 \$40.92 per day for the use of the unit starting March 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 9, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 10, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant 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 9, 2023, then starting April 10, 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 April 10, 2023.

March 29, 2023

Date Issued

Sonia Anwar-Ali

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 10, 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 March 31, 2023

Rent Owing To March 31, 2023	\$23,207.08
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$23,393.08

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 9, 2023

Rent Owing To April 30, 2023	\$24,451.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$24,637.84

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

Rent Owing To Hearing Date	\$22,494.28
Application Filing Fee	\$186.00
NSF Charges	\$0.00

Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$1,244.76
Less the amount of the interest on the last month's rent deposit	- \$1.11
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	\$21,434.41
Plus daily compensation owing for each day of occupation starting March 14, 2023	\$40.92 (per day)