



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

**Citation:** City Housing Hamilton Corp v Farbarova, 2023 ONLTB 27691

**Date:** 2023-03-27

**File Number:** LTB-L-048001-22

**In the matter of:** 8, 50 CONGRESS CRES HAMILTON  
ON L8K6L8

**Between:** City Housing Hamilton Corp Landlord

**And**

Zuzana Farbarova Tenant

City Housing Hamilton Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Zuzana Farbarova (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 15, 2023.

The Landlord's representative Sharon Churcher and the Tenant attended the hearing.

The Tenant spoke with Tenant Duty Counsel.

**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 \$1,153.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.91. This amount is calculated as follows: \$1,153.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$14,981.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. On the date of the hearing, after review of the arrears, the Tenant did not dispute the total amount of arrears owed to the Landlord.
10. The Tenant testified that she will be able to pay the rent and arrears as she is now employed.
11. The Landlord takes the position that the Tenant has not made any good faith payments and has refused to provide the Landlord with income information for subsidy purposes. The Landlord said the Tenant has refused any efforts made by the Tenant's support worker. The Landlord said that the significant arrears continue to mount. The Landlord is a not for profit entity that relies on the rental income to meet financial obligations.
12. I conducted a detailed income and expense analysis and reviewed the results with the Tenant. Specifically, I explained to the Tenant the fact that her expenses almost equal her income and that adding an arrears payment appears to be unattainable.
13. The Landlord is seeking a standard order to terminate the tenancy and the cost of filing the application.

Relief from Eviction

14. I turned my mind to the circumstances of the Tenant to determine the termination of the tenancy.
15. The Tenant testified that she lives with her spouse, who is unemployed, and three minor children. The Tenant has made minimal effort to find alternative housing since receipt of the N4 notice, stating that the options are too expensive. The Tenant said she does not have any family or friends who could support with alternative accommodation. The Tenant said she does not want to be evicted and provided no request for relief other than no eviction.
16. 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.

**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:**
  - \$15,167.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$16,320.00 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 \$14,582.65. 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 \$37.91 per day for the use of the unit starting March 16, 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 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 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 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.

**March 27, 2023**

**Date Issued**

---

Dana Wren

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 March 31, 2023**

Rent Owing To March 31, 2023	\$14,981.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$15,167.00</b>

**B. 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	\$16,134.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$16,320.00</b>

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

Rent Owing To Hearing Date	\$14,396.65
Application Filing Fee	\$186.00
NSF Charges	\$0.00

<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$14,582.65</b>
Plus daily compensation owing for each day of occupation starting March 16, 2023	\$37.91 (per day)