



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

**Citation:** MEDALLION CORPORATION v HANS, 2023 ONLTB 27140

**Date:** 2023-03-27

**File Number:** LTB-L-061432-22

**In the matter of:** 2010, 2 VENA WAY  
TORONTO ON M9M0G5

**Between:** Medallion Corporation Landlord

**And**

Franceito Hans Tenants Mirjana Salesia

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Franceito Hans and Mirjana Salesia (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 14, 2023.

The Landlord's Legal Representative Samuel M. Korman and the Tenant Franceito Hans attended the hearing.

**Determinations:**

1. At the hearing, the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application. The Tenant was 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 was \$1,579.31 and it increased to \$1,618.79 on March 1, 2023. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$53.22. This amount is calculated as follows: \$1,618.79 x 12, divided by 365 days.
6. The Tenants have paid \$1,800.00 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2023 are \$20,370.12.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,560.59 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 \$35.44 is owing to the Tenants for the period from March 1, 2020 to March 14, 2023.
11. The Landlord requested an eviction within 11 days of this order. They submitted attempts were made to contact the Tenants to discuss a payment agreement, but they did not receive a response.
12. The Tenant Mr. Hans explained that when the tenancy began there were two people contributing to the monthly rent. Mr. Hans explained that the Tenant Mirjana Salesia no longer lives in the rental unit. He also explained that he lost both of his jobs and the rent arrears began to accumulate.
13. Mr. Hans stated that he had regained employment approximately one and half months prior to the hearing, however he has not made any payments to the Landlord since September of 2022. He sought assistance from the rent bank and they required him to make a payment to the Landlord in order to receive financial help. He did not make a payment and was therefore not provided any assistance.
14. The Tenant requested a payment plan however I was not satisfied his monthly income was a stable or predicable amount. I also was not satisfied he could afford the monthly rent and a meaningful payment towards the rent arrears. The amount suggested by the Tenant would require between 20 and 40 months to satisfy the rent arrears owing.
15. I asked the Tenant if there were any circumstances, he was experiencing that would make an eviction unfair and he responded that there were none. The Tenant requested 30 days to vacate the rental unit if I were to grant the Landlord's application.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I find it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I find a voidable termination date 24 days after the date of the hearing balances the interests of both the Landlord and the Tenant.

**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:**
  - \$20,571.12 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$22,189.91 if the payment is made on or before April 7, 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 7, 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 7, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$18,101.38. 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 \$53.22 per day for the use of the unit starting March 15, 2023 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 7, 2023, the Tenants 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 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 7, 2023, then starting April 8, 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 8, 2023.

**March 27, 2023**

**Date Issued**

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John Cashmore

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 8, 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 March 31, 2023**

Rent Owing To March 31, 2023	\$22,170.12
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,800.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$20,571.12</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 7, 2023**

Rent Owing To April 30, 2023	\$23,788.91
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,800.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$22,189.91</b>

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

Rent Owing To Hearing Date	\$21,296.41
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,800.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,560.59
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$35.44
<b>Total amount owing to the Landlord</b>	<b>\$18,101.38</b>

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Plus daily compensation owing for each day of occupation starting March 15, 2023	\$53.22 (per day)
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