



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

Citation: 2769281 ONTARIO INC. v Labell, 2023 ONLTB 27973

Date: 2023-03-24 File Number: LTB-L-016170-22

In the matter of: 203, 221 ALGONQUIN AVE
NORTH BAY ON P1B4V8

Between: 2769281 ONTARIO INC. Landlord

And

Soleil Labell Tenant

2769281 ONTARIO INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Soleil Labell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 28, 2022. The Landlord's representative, Angie Gravelle, and the Tenant attended the hearing. The Tenant was assisted by her co-signer, Natalie Labell.

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 \$900.68. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.61. This amount is calculated as follows: \$900.68 x 12, divided by 365 days.
5. The Tenant has paid \$2,550.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$7,336.12.
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. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. It was the evidence of the Tenant that she recently got a second job as a waitress and will be earning more income in addition to tips. She also got rid of her car and no longer has car payments. The Tenant indicated that she never had issues paying the rent prior to COVID and believes that now that she is earning more income, she can afford to pay the monthly rent in addition to an arrears monthly payment of \$626.84.
11. I do not find the Tenant's proposal to be reasonable. The Tenant did not present any evidence to corroborate her financial and personal circumstances, specifically the income she anticipates she will be earning. She seems to be relying on tips she may earn while working as a waitress. Income earned from tips, however, are unreliable. Given this, I do not believe the Tenant is able to remain in the unit as I am of the view that she will be unable to pay the monthly rent in full and on time in addition to any meaningful amount towards the arrears.
12. The arrears are substantial and I believe it would be prejudicial to the Landlord to grant the Tenant relief from eviction. The Tenant requested that the eviction be delayed a month to allow her time to secure alternate housing. Given the delay in the issuance of this Order, I find that the Tenant has had sufficient time to find accommodations. It would be overly unfair to the Landlord to delay the eviction any further.

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:
 - \$12,926.20 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$13,826.88 if the payment is made on or before April 11, 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 11, 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 11, 2023
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,118.04. 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 \$29.61 per day for the use of the unit starting 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 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 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 11, 2023, then starting April 12, 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 12, 2023.

2023 ONLTB 27973 (CanLII)

March 24, 2023

Date Issued

John Tzanis

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 12, 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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	\$15,290.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,550.00
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	\$12,926.20

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 11, 2023

Rent Owing To April 30, 2023	\$16,190.88
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,550.00
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	\$13,826.88

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

Rent Owing To Hearing Date	\$4,482.04
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,550.00
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	- \$
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$2,118.04
Plus daily compensation owing for each day of occupation starting	\$29.61 (per day)