



Order under Section 69 Residential Tenancies Act, 2006

Citation: London & Middlesex Community Housing Inc. v Woosen, 2023 ONLTB 25802

Date: 2023-03-20

File Number: LTB-L-044592-22

In the matter of: 96, 1481 LIMBERLOST RD
LONDON ON N6G2C7

Between: London & Middlesex Community Housing Inc. Landlord

And

Leanne Woosen Tenant

London & Middlesex Community Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Leanne Woosen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2023.

The Landlord's Representative Cameron Burgess and the Tenant attended the hearing.

Determinations:

Adjournment Request

1. The Tenant requested an adjournment to have time to sort out her finances with ODSP and to work out with her Landlord why she lost her subsidy. The Tenant testified that she gets brain fog and that has delayed her in speaking with them.
2. The Landlord was opposed to the adjournment request and stated that time will not change the Tenant's subsidy status because she is over housed and therefore will not be getting her subsidy back.
3. Section 183 of the *Residential Tenancies Act, 2006* directs the Board to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter.

4. The Tenant's adjournment request was denied because the notice of termination was served upon her in February 2022. Since that time the Tenant has been on notice that an application is likely pending with the Board and therefore had time to have discussions with ODSP and the Landlord regarding her subsidy. Additionally, the Landlord's Representative submitted that the Tenant was first put on notice about the over housed issue on December 4, 2019. The Tenant was also contacted June 21, 2021 and August 9, 2021 and informed that she needed to apply for housing that matched the number of people living in her unit or she would lose her subsidy. The Landlord's Representative also submitted that there were meetings with the Tenant on March 26, 2021 and June 7, 2021 to assist her in navigating the issue. As such, the Landlord provided the Tenant with ample notice and information regarding the loss of her subsidy.

The Application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,005.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$33.04. This amount is calculated as follows: \$1,005.00 x 12, divided by 365 days.
9. The Tenant has paid \$1,141.00 to the Landlord since the application was filed.
10. The rent arrears owing to March 31, 2023 are \$12,817.30.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. The Tenant requested relief from eviction in the form of a payment plan. She testified that ODSP will likely pay \$700.00 - \$900.00 of her rent and she could pay an extra \$200.00 \$300.00. The Landlord is opposed to a repayment plan. I am not satisfied that it would be fair in the circumstances to impose a repayment plan as I am not satisfied that the Tenant would abide by it. This is because the Tenant has only paid \$1,141.00 to the Landlord since the application was filed. Additionally, the Tenant's proposed repayment schedule will take over five years to be complete and that timeframe is unreasonable.
14. 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 14, 2023 pursuant to subsection 83(1)(b) of the Act. In making that determination I have considered the Tenant's health issues, and that her 19-year-old daughter, and 2-year-old grand daughter live in the unit. Postponing the

eviction to April 14, 2023 will provide the Tenant with some time to find new living accommodations. However, I have declined to postpone the eviction any further because of the large amount of outstanding arrears.

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:**
 - \$13,003.30 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$14,008.30 if the payment is made on or before April 14, 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 14, 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 14, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,064.38. 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 \$33.04 per day for the use of the unit starting March 3, 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 March 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 14, 2023, then starting April 15, 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 15, 2023.

March 20, 2023

Date Issued

Amanda Kovats

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 15, 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	\$13,958.30
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,141.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$13,003.30

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 14, 2023

Rent Owing To April 30, 2023	\$14,963.30
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,141.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$14,008.30

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

Rent Owing To Hearing Date	\$13,019.38
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,141.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Total amount owing to the Landlord	\$12,064.38
Plus daily compensation owing for each day of occupation starting March 3, 2023	\$33.04 (per day)