



Order under Section 69 Residential Tenancies Act, 2006

Citation: 18 ERSKINE HOLDINGS INC. v Nullmeyer, 2023 ONLTB 26037

Date: 2023-03-17

File Number: LTB-L-042470-22

In the matter of: 2909, 18 ERSKINE AVE TORONTO
ON M4P0C9

Between: 18 ERSKINE HOLDINGS INC. Landlord

And

Jocelyn Nullmeyer Tenant

18 ERSKINE HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Jocelyn Nullmeyer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 1, 2023.

The Landlord's Legal Representative, Leo Corsetti, attended on behalf of the Landlord.

The Tenant was self-represented and spoke with Tenant Duty Counsel prior to the mediation.

The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

The parties agree:

1. The lawful rent is \$3,290.00. It is due on the 1st day of each month.
2. Based on the monthly rent, the daily rent/compensation is \$108.16. This amount is calculated as follows: \$3,290.00 multiplied by 12 months, divided by 365 days.
3. The Tenant has paid \$15,000.00 to the Landlord since the application was filed.
4. The rent arrears owing to March 31, 2023 are \$17,030.00.

5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. The Landlord collected a rent deposit of \$3,000.00 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.
7. Interest on the rent deposit, in the amount of \$73.40 is owing to the Tenant for the period from September 1, 2021 to March 1, 2023.

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:**
 - \$17,216.00 if the payment is made on or before March 31, 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 March 31, 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 March 31, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,960.76. 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 \$108.16 per day for the use of the unit starting March 2, 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 March 31, 2023, then starting April 1, 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 1, 2023.

March 17, 2023

Date Issued

Angela McLaughlin
Hearings Officer, 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 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 | \$32,030.00 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$15,000.00 |
| Total the Tenant must pay to continue the tenancy | \$17,216.00 |

B. Amount the Tenant must pay if the tenancy is terminated:

| | |
|--|-----------------------|
| Rent Owing to Hearing Date | \$28,848.16 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenant paid to the Landlord since the application was filed | - \$15,000.00 |
| Less the amount of the last month's rent deposit | - \$3,000.00 |
| Less the amount of the interest on the last month's rent deposit | - \$73.40 |
| Total amount owing to the Landlord | \$10,960.76 |
| Plus daily compensation owing for each day of occupation starting March 2, 2023 | \$108.16 (per day) |