



Order under Section 69 Residential Tenancies Act, 2006

Citation: O/a valery properties v Arrua, 2023 ONLTB 26050

Date: 2023-03-16

File Number: LTB-L-045368-22

In the matter of: 30, 238 HIGHWAY 8 STONEY
CREEK ON L8G1E1

Between: 573274 ontario inc O/a valery properties Landlord

And

Israel Gutierrez Rodriquez and Karen Arrua Tenants
573274 ontario inc O/a valery properties (the 'Landlord') applied for an order to terminate the tenancy and evict Israel gutierrez Rodriquez and Karen Arrua (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Representative Tina Novak and the Tenants attended the hearing. The Tenants were also assisted by Juanita Maldonado. Ms. Maldonado is not a licence but was asked by the Tenants to represent them. Ms. Maldonado received no payment for her representation and had the instructions of the Tenants who were present at the hearing. As such, I allowed Ms. Maldonado to represent the Tenants.

Determinations:

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,327.60. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$76.52. This amount is calculated as follows: \$2,327.60 x 12, divided by 365 days.

5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$24,350.40.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,300.00 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.
9. Interest on the rent deposit, in the amount of \$42.09 is owing to the Tenants for the period from December 1, 2021 to March 2, 2023.
10. The Tenants requested relief from eviction in the form of repayment plan. Imposing a repayment plan would not be fair in the circumstances because I do not think the Tenants would abide by it. This is for three reasons. First the arrears are extremely high. Second the Tenants have made no payments since the application was filed. Third, the Tenants were not able to state specifically what they could pay monthly towards a repayment plan or concretely say in what time period they could pay off the arrears.
11. The Tenants also requested relief from eviction in the form of a postponed eviction. According to the Tenant's Representative the Tenant Karen Arrua has been out of work for some time due to illness and the Tenant Israel Gutierrez Rodriquez has had difficulty securing work because of language barriers. The Tenants representative also submitted that the family has been unable to reach out to the government for financial assistance because Karen Arrua is currently seeking to sponsor Israel Gutierrez Rodriquez and they would become ineligible if assistance was sought. The Tenants Representative also submitted that the eviction will affect Israel Gutierrez Rodriquez's immigration status because one of the sponsorship requirements is that the family live together and an eviction may break them up. There are also children living in the rental unit.
12. The Landlord's Representative is opposed to any postponement of the eviction because of the large amount of arrears and because the Tenants have paid no rent other than first and last.
13. 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. This is to provide the Tenants with time to find new living arrangements. However, I have declined to postpone the eviction any further than April 14, 2023 because of the large amount of outstanding arrears.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.

2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$24,536.40 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$26,864.00 if the payment is made on or before April 14, 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 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 Tenants do 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 Tenants do not void the order, the Tenants shall pay to the Landlord \$20,019.75. 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 \$76.52 per day for the use of the unit starting March 3, 2023 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 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 16, 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	\$24,350.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$24,536.40

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	\$26,678.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$26,864.00

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

Rent Owing To Hearing Date	\$22,175.84
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$42.09
Total amount owing to the Landlord	\$20,019.75
Plus daily compensation owing for each day of occupation starting March 3, 2023	\$76.52 (per day)

