



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

Citation: Centurion Property Associates Inc v
Murphy, 2023 ONLTB
25569

Date: 2023-03-13

**File
Number:** LTB-L-028832-22

In the matter of: 104, 1735 VICTORIA PARK AVE TORONTO
ON M1R1S1

Between: Centurion Property Associates Inc Landlord

And

Cheryl Ann Murphy Tenant

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Ann Murphy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 18, 2023.

The Landlord's legal representative, Faith McGregor and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. As of the hearing date, the Tenant was still in possession of the rental unit.

3. The lawful rent is \$1,820.58. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$59.85. This amount is calculated as follows: $\$1,820.58 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$23,450.74.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There was no dispute that the Tenant owes to the Landlord the total of \$23,636.74, which represents the arrears up to January 31, 2023 and the application filing fee.
9. The Landlord collected a rent deposit of \$1,799.00 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. Interest on the rent deposit, in the amount of \$2.22 is owing to the Tenant for the period from January 1, 2023 to January 18, 2023.
10. The Tenant moved into the unit in November 2021. She lives in the unit with her son, and grandchildren. The Tenant lost her monthly benefit from Ontario Works (OW) in February 2022. She has to provide documents to OW to reinstate her benefit. The Tenant receives a monthly child tax benefit of \$2,635.00.
11. The Tenant requested relief and indicated that she could pay February 2023 rent on February 20, 2023 and \$500.00 towards the arrears on the last day of each month.
12. The Landlord opposed any relief and submitted that the Tenant's payment plan is 48 months long to pay the arrears, which is longer than the tenancy. The Landlord also submitted that the Tenant had an income of \$2,635.00 and did not pay any amount towards the rent. The Landlord is of the view that the Tenant cannot maintain this tenancy and submitted that the Tenant be given until February 28, 2023 to move out of the unit.
13. The Tenant is in substantial arrears of rent of over \$23,000.00 and has not paid the rent since March 2022 (almost a year). I considered the Tenant's payment plan and find that the length of the plan is not reasonable in the circumstances. It will take the Tenant almost 4 years to pay the arrears. The Landlord should not have to wait 4 years for the arrears to be paid in full, considering that the Tenant had funds of \$2,635.00 available and did not pay any amount towards the rent, not even a token amount. Had the Tenant paid any amount towards the rent on a monthly basis, this would have shown an act of good faith. Instead, the Tenant chose to pay other expenses like the phone bill and other expenses in priority to the rent. The Tenant should have made paying the rent their immediate priority. I also note that the Tenant was in arrears of rent even prior to her benefit from OW being

discontinued. This leads me to the conclusion that the Tenant is either unwilling or unable to pay the rent when due.

14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
15. There shall be no delay in terminating the tenancy. I considered the Tenant's family and financial situation. I also considered that this is a shorter tenancy, not even 2 years and the Tenant has not paid any amount towards the rent in almost one year and the arrears are substantial; and any delay means the Tenant is falling further into arrears of rent.

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:**
 - \$27,277.90 if the payment is made on or before March 24, 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 24, 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 24, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,092.24. 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 \$59.85 per day for the use of the unit starting January 19, 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 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2023 at 5.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 24, 2023, then starting March 25, 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 March 25, 2023.

March 13, 2023

Date Issued

Debbie Mosaheb

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 September 25, 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 24, 2023

Rent Owing To March 31, 2023	\$27,091.90
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,277.90

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

Rent Owing To Hearing Date	\$22,707.46
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,799.00
Less the amount of the interest on the last month's rent deposit	- \$2.22
Total amount owing to the Landlord	\$21,092.24

Plus daily compensation owing for each day of occupation starting January 19, 2023	\$59.85 (per day)
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