



**In the matter of:** 211B Cedar Street North  
Timmins ON P4N6J5

**Between:** slm7, Nancy Gaudet and Robert Marenger

Landlords

**And**

**Order under Section 21.2 of the Statutory Powers Procedure Act and the  
Residential Tenancies Act, 2006**

**Citation:** slm7 v Ouellet, 2023 ONLTB 25394

**Date:** 2023-03-13

**File Number:** LTB-L-002391-22-RV

Yves Ouellet Tenant

**Review Order**

slm7, Nancy Gaudet and Robert Marenger (the 'Landlord') applied for an order to terminate the tenancy and evict Yves Ouellet (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-002391-22 issued on January 25, 2023.

On February 7, 2023, the Landlords requested a review of the order.

The request was heard in by videoconference on March 6, 2023. The Landlord, represented by Amnada Migneault, and the Tenant, attended the hearing.

**Determinations:**

1. The original order denied a request to amend the application to name the new landlords after the property had been sold. The order determined the new landlords were not in attendance and there was insufficient evidence to determine the landlord should be renamed.
2. Based on the submissions at the review hearing, the new Landlords were in attendance and could have testified. In addition, the documents submitted by the Landlords show that the property has been sold and that Robert Marenger and Nancy Gaudet are the new

owners of the property. The value of the sale did not include the arrears of rent owing to the previous landlord, which the new landlords will be responsible to pay the former landlord when the funds are collected.

3. At the review hearing the Tenant mentioned issues about maintenance. The Tenant provided no disclosure as required under Rule 19.4 of the *Residential Tenancies Act* to be heard under section 82 of the Act, and the Tenant had no evidence at the hearing for consideration under section 83.
4. The Tenant did not disagree with the amounts claimed in the application. The Tenant made reference to receiving notice of the first hearing. This is a request to review by the Landlord and the Tenant is in attendance at the review hearing. Therefore, any issues with the first hearing are not under consideration.
5. The lawful monthly rent is \$1,000.00 and the Tenant now owes the Landlords \$17,400.00.
6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
10. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
11. The rent arrears owing to March 31, 2023 are \$17,400.00.
12. The Landlord incurred costs of \$260.15 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**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:**
  - \$17,660.15 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 \$16,857.43. 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 \$32.88 per day for the use of the unit starting March 7, 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. 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 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.
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 March 25, 2023.

2023 ONL TB 25394 (CanLII)

**March 13, 2023**

**Date Issued**

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Greg Joy  
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.

\*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 24, 2023**

Rent Owing To March 31, 2023	\$18,400.00
Application Filing Fee	\$260.15

NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,660.15</b>

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

Rent Owing To Hearing Date	\$17,597.28
Application Filing Fee	\$260.15
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$16,857.43</b>
Plus daily compensation owing for each day of occupation starting March 7, 2023	\$32.88 (per day)