



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

**Citation:** RRL Residential Inc. v Gies, 2023 ONLTB 24859

**Date:** 2023-03-13

**File Number:** LTB-L-000561-21

**In the matter of:** 66 ALISON AVE  
CAMBRIDGE ON N1R1N1

**Between:** RRL Residential Inc. Landlord

### **And**

John Gies Tenant

RRL Residential Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict John Gies (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2023. The Landlord's Agent, L. Reinders, and the Landlord's Legal Representative, J. Dean, attended the hearing. As of 9:34 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB.

### **Preliminary Issue:**

At my direction, the Landlord's Legal Representative called the Tenant but with no response sent him an email containing the Notice of Hearing at 9:17 a.m. The Landlord's Legal Representative submitted prove that on February 24, 2023, they also sent a copy of the Notice of Hearing via email to the Tenant. The Tenant did not join the hearing.

### **Determinations:**

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,082.53, starting August 1, 2022.

4. Based on the Monthly rent, the daily rent/compensation is \$35.59. This amount is calculated as follows: \$1,082.53 x 12, divided by 365 days.
5. The Tenant has paid \$4,357.00 to the Landlord since the application was filed.
6. The rental unit was damaged by fire on May 16, 2022, making it inhabitable. The repairs were concluded in November 2022 and following the Landlord's message to the Tenant that he could get back into the unit, the Tenant picked up the keys on December 1, 2022. As a result, for the period from May 16, 2022 to November 30, 2022, the Tenant is not required to pay the rent and is credited \$7,032.22 because he could not reside in the unit.
7. Therefore, the rent arrears owing to March 31, 2023 are \$7,508.54.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$840.00 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.
10. Interest on the rent deposit, in the amount of \$22.16 is owing to the Tenant for the period from August 6, 2021 to March 3, 2023.
11. I have considered all 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 21, 2023 pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to either secure alternative accommodation or pay the outstanding amount.

**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:**
  - \$7,694.54 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$8,777.07 if the payment is made on or before April 21, 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 21, 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 21, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,856.62. 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 \$35.59 per day for the use of the unit starting March 4, 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 April 21, 2023, then starting April 22, 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 22, 2023.

**March 13, 2023**

**Date Issued**

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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 22, 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	\$18,897.76
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,357.00
<b>Less</b> the amount the Tenant is credited	- \$7,032.22
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$7,694.54</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 21, 2023**

Rent Owing To April 30, 2023	\$19,980.29
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,357.00
<b>Less</b> the amount the Tenant is credited	- \$7,032.22
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$8,777.07</b>

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

Rent Owing To Hearing Date	\$17,922.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,357.00
<b>Less</b> the amount the Tenant is credited	- \$7,032.22
<b>Less</b> the amount of the last month's rent deposit	- \$840.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$22.16
<b>Total amount owing to the Landlord</b>	<b>\$5,856.62</b>
Plus daily compensation owing for each day of occupation starting March 4, 2023	\$35.59 (per day)