



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

**Citation:** Veldkamp v Hiscock, 2023 ONLTB 23907

**Date:** 2023-03-10

**File Number:** LTB-L-034929-22

**In the matter of:** 102A Kingsmount Park Road  
Toronto ON M4L3L4

**Between:** Hendrikje Hopman Veldkamp Landlord

### **And**

Kevin Cayley and Savannah Hiscock Tenants

Hendrikje Hopman Veldkamp (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Cayley and Savannah Hiscock (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative Robert Donmoyer and the Tenants attended the hearing.

### **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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$26,400.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. At the hearing, the Tenants indicated they have been payments towards the arrears but provided no evidence to a specific total that was paid. I allowed the Tenants to make post hearing submissions and provided a deadline of February 8, 2023.
10. The Tenants submitted an email to the Board dated February 8, 2023, explaining their bank had mailed their bank statements to the wrong address. The Tenants have failed to provide any evidence that rent has been paid. The email does not provide any dates or amounts for the Landlord to investigate, the email is silent when it comes to how much arrears the Tenants have paid, speculation that rent was paid is not evidence.
11. Further, at the hearing the Tenants asked the Board to consider extending the eviction until March 7, 2023. I will note the email sent by the Tenant on February 8, 2023, the Tenant is asking the Board to reconsider their initial submissions made at the hearing and further extend the eviction until March 31, 2023. The Landlord requested the Board consider the standard 11-day eviction.
12. When I weigh the prejudice, the Landlord has arrears at the time of the hearing of over \$24,000, the Tenants have not made any payments towards the arrears. The Tenant has not acted in good faith and has made no efforts to pay these arrears. The Landlord would suffer the most prejudice should I grant another extension on eviction.
13. 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 Tenants** 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 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:**
  - \$28,986.00 if the payment is made on or before March 21, 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 March 21, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 21, 2023**
5. If the Tenant does not void the order, the Tenants shall pay to the Landlord \$24,264.90. 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 Tenants shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting February 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 21, 2023, the Tenants will start to owe interest. This will be simple interest calculated from March 22, 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 21, 2023, then starting March 22, 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 22, 2023.

**March 10, 2023**

**Date Issued**

\_\_\_\_\_  
Anthony Bruno

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 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.

\*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 21, 2023**

|  |                    |
|--|--------------------|
| Rent Owing To March 31, 2023   | \$28,800.00        |
| Application Filing Fee   | \$186.00           |
| NSF Charges  | \$0.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00           |
| <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>\$28,986.00</b> |

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

|  |                      |
|--|----------------------|
| Rent Owing To Hearing Date   | \$24,078.90          |
| Application Filing Fee   | \$186.00             |
| NSF Charges  | \$0.00               |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00             |
| <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>\$24,264.90</b>   |
| Plus daily compensation owing for each day of occupation starting February 2, 2023     | \$78.90<br>(per day) |