



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

Citation: 13172511 Canada Inc. v Robert, 2023 ONLTB 24058

Date: 2023-03-07

File Number: LTB-L-042594-22

In the matter of: 1257 PETTIT RD
FORT ERIE ON L2A5A2

Between: 13172511 Canada Inc. Landlord

And

Kristi Robert Tenant

13172511 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kristi Robert (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 28, 2023.

Only the Landlord's representative, Angela Browne and the Landlord's agent, Abhay Mathur attended the hearing.

As of 1:57 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Matter: The Board's Monetary Jurisdiction

1. The Landlord's application claims the total amount of \$48,626.00, which represents the arrears of rent for the period ending February 28, 2023 (\$48,440.00), plus the application filing fee (\$186.00).
2. The amount claimed by the Landlords exceeds the monetary jurisdiction of the Board. Subsection 207(1) of the *Residential Tenancies Act*, 2006, S.O. 2006, c. 17 (the 'Act'), limits the monetary jurisdiction of the Board to that of the Small Claims Court; that amount is \$35,000.00.

3. The Landlords were advised of the limitation and agreed to waive any amount that exceeds the Boards monetary jurisdiction. The Landlords were also advised of section 207(3) of the Act which states if the party proceeds to obtain a Board order at the maximum amount, that party extinguishes the right in excess of the Board's monetary jurisdiction. The Landlords acknowledged this and agreed that the amount owing is limited to \$35,000.00, which is the monetary jurisdiction of the Board.

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 \$4,220.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$138.74. This amount is calculated as follows: \$4,220.00 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 \$48,440.00.
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 \$4,220.00 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.
9. Interest on the rent deposit, in the amount of \$87.87 is owing to the Tenant for the period from May 1, 2022 to February 28, 2023.
10. The Tenant did not appear at the hearing to give evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.
11. I canvassed the Landlord's representative for any circumstances for consideration to determine if eviction should be delayed or denied. The Landlord's representative was unaware of any circumstances for me to consider.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's attempts 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.

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:**
 - \$52,846.00 if the payment is made on or before March 18, 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 18, 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 18, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$35,000.00, which represents the amount of rent owing up to the date of this order and the total charges related to NSF cheques tendered to the Landlords by or on behalf of the Tenants, less the rent deposit and interest the Landlords owe on the rent deposit and is capped at the monetary jurisdiction of the Board.
6. The Tenants shall also pay to the Landlords \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 19, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 18, 2023, then starting March 19, 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 19, 2023.

March 7, 2023

Date Issued

Natalie James

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 19, 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 18, 2023

Rent Owing To March 31, 2023	\$52,660.00
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
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$52,846.00

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

Rent Owing To Hearing Date	\$48,440.00*
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
Less the amount of the last month's rent deposit	- \$4,220.00
Less the amount of the interest on the last month's rent deposit	- \$87.87
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$35,186.00
*Total of previous boxes capped at monetary jurisdiction	