



Order under Section 69 Residential Tenancies Act, 2006

Citation: Havcare Investments Inc v Colvin, 2023 ONLTB 22589

Date: 2023-02-24

File Number: LTB-L-029399-22

In the matter of: 1120, 500 DAWES RD
Toronto ON M4B2G1

Between: Havcare Investments Inc Landlord

And

Vanessa Colvin Tenant

Havcare Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Vanessa Colvin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 19, 2023.

The Tenant attended the hearing. The Landlord was represented at the hearing by Carolyn Krebbs.

Determinations:

Notice of Termination

1. At the hearing the Tenant denied receiving the N4 notice. The Ms. Krebs submits she slid the N4 under the Tenant's door. This is consistent with the Certificate of Service that has been provided to the Board. I accept the Landlord's evidence on this point. I find, the Landlord served the Tenant with a N4 notice consistent with *Residential Tenancies Act, 2006* (the 'Act'), and LTB Rule 3.1
2. 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. As of the hearing date, the Tenant was still in possession of the rental unit.

Rent Arrears Owing

3. The Tenant disputes the amount of rent arrears owing. The Tenant believes the rent arrears owing was inconsistent with Notices of Rent Increase (N1) served on the Tenant.
4. At the hearing I reviewed the N1 notices served on the Tenant during the duration tenancy. The notices were consistent with the maximum increase a landlord may charge under s. 120 of the Act. I further reviewed the rent ledger the Landlord provided to the Board and find the rent arrears owing to January 31, 2023 are \$3,719.61.

5. Based on the Monthly rent, the daily rent/compensation is \$39.43. This amount is calculated as follows: $\$1,199.44 \times 12$, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,170.19 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.
8. Interest on the rent deposit, in the amount of \$28.29 is owing to the Tenant for the period from February 1, 2022, to January 19, 2023.
9. 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 not be unfair to postpone the eviction until April 30, 2023, pursuant to subsection 83(1)(b) 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:**
 - \$5,105.05 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$6,304.49 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$7,503.93 if the payment is made on or before April 30, 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 30, 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 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,256.86. 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 \$39.43 per day for the use of the unit starting January 20, 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 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2023, at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2023, then starting May 1, 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 May 1, 2023.

February 24, 2023
Date Issued

Bryan Delorenzi
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 November 1, 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 February 28, 2023

Rent Owing To February 28, 2023	\$13,419.05
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,500.00
Total the Tenant must pay to continue the tenancy	\$5,105.05

B. 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	\$14,618.49
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,500.00
Total the Tenant must pay to continue the tenancy	\$6,304.49

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2023

Rent Owing To April 30, 2023	\$15,817.93
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,500.00
Total the Tenant must pay to continue the tenancy	\$7,503.93

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

Rent Owing To Hearing Date	\$11,769.34
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,500.00
Less the amount of the last month's rent deposit	- \$1,170.19
Less the amount of the interest on the last month's rent deposit	- \$28.29
Total amount owing to the Landlord	\$2,256.86
Plus daily compensation owing for each day of occupation starting January 20, 2023	\$39.43 (per day)