



Order under Section 69 Residential Tenancies Act, 2006

Citation: Jacan Investments Canada inc. v Suchecki, 2023 ONLTB 21905

Date: 2023-02-24

File Number: LTB-L-040080-22

In the matter of: 5001 Corporate Drive
Burlington, ON L7L 0H5

Between: Jacan Investments Canada inc. Landlord

And

Jason Mark Suchecki Tenant

Jacan Investments Canada inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Mark Suchecki (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 7, 2023.

The Landlord's agent Aaron Gaetan and the Tenant attended 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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 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 *\$35,000.00. Despite the arrears being in excess of \$35,000.00, the Landlord's agent acquiesced to the Board's jurisdiction pursuant to s. 207 of the *Residential Tenancies Act, 2006* (the 'Act').
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.

Section 83 Considerations

9. The Tenant acknowledged the arrears and testified that he had had a year of bad luck but that he is anticipating receiving a license for a cannabis facility in the near future and offered a payment plan of rent plus an additional \$575.00 to \$1,150.00 a month to be paid towards the arrears starting in April.
10. The Tenant testified further that he has not been trying to “dodge” rent but has had to pay other bills for the last 12 months including his utilities and that his arrears is simply a “rounding error” to the Landlord.
11. With respect to the Tenant’s position, I disagree. Despite the apparent wealth of the Landlord the Tenant admitted in his own evidence that he intentionally did not pay rent for 16 months and is requesting another 2 months to live in the unit rent free wherein he will start making payments to the Landlord in April.
12. I find that the behaviour of the Tenant with respect to the tenancy to be unreasonable and prejudicial towards the Landlord. Further, despite the Tenant’s assurances that he will receive his license for his cannabis facility and will have cash-flow in the coming months, I am not satisfied on a balance of probabilities that the Tenant’s proposed payment plan is sustainable.
13. That said, the Tenant testified that he does have children. He will be given until the end of March to either void the order or find a new unit.
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 not be unfair to postpone the eviction until March 31, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

15. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
16. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 1. \$36,986.00 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 2. \$39,286.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.
17. 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 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
18. **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 31, 2023.**

19. If the Tenant does not void the order, the Tenant shall pay to the Landlord *\$35,000.00. 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.
20. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting February 8, 2023 until the date the Tenant moves out of the unit.
21. 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.
22. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
23. If the unit is not vacated on or before March 31, 2023, then starting April 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
24. 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 1, 2023.

February 24, 2023

Date Issued

Jagger Benham

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 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.

* pursuant to s. 207(1) of the Act, \$35,000.00 is the jurisdictional limit with respect to monetary awards.

**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	\$36,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$36,986.00

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	\$39,100.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$39,286.00

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

Rent Owing To Hearing Date	\$35,029.34
Application Filing Fee	\$186.00
Total amount owing to the Landlord	*\$35,000.00
Plus daily compensation owing for each day of occupation starting February 8, 2023	\$75.62 (per day)