



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** 155466 Ontario Inc v Lapointe, 2023 ONLTB 21060

**Date:** 2023-02-23

**File Number:** LTB-L-035098-22

**In the matter of:** 3, 81 PETER ST S  
ORILLIA ON L3V5B3

**Between:** 155466 Ontario Inc Landlord

**And**

Holly Cameron and Lee Lapointe Tenants

155466 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Holly Cameron and Lee Lapointe (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 2, 2023.

The Landlord's Legal Representative, D. Schofield and the Tenants attended the hearing.

### Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$11,700.00.
7. The Tenants disputed the amount owing. The Tenant, L. Lapointe testified that they do not owe any money to the Landlord with the exception of February's rent. He testified that he pays the Landlord cash, and on a couple of occasions, he has paid by e-transfer. He testified that the Landlord comes to the residential complex to collect the rent on a monthly basis. The Tenant testified that he did not get any receipts for the cash payments that have allegedly been made.

8. The Landlord testified that as a policy, she does not accept cash payments and that she does not attend the complex to collect rent. She testified that she has not received any payments from the Tenants since May 2022.
9. The Tenants did not submit any evidence to support their claim that they paid rent in cash, such as bank statements that would show a large transaction, or any evidence of the alleged payments by e-transfer, which I would assume would be readily available. When the Tenants were asked the dates they made payments to the Landlord, I found their testimony to be vague. The Tenant was also given time to send in bank records to the Board, but then testified that they were occasionally paid by their employer by cash, so bank records wouldn't show withdraws close to the amount of rent. When asked about how they paid January's rent, the Tenants said they paid the Landlord cash. The Landlord testified that she was out of the country for most of January and was not at the complex and restated her policy that she does not accept cash. Based on the evidence before me, on a balance of probabilities, I find that the Tenants owe \$11,700.00 in rent up to February 28, 2023.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,300.00 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$24.75 is owing to the Tenants for the period from May 1, 2022 to February 2, 2023.

Relief from eviction

13. The Tenants testified that they have a place to move to in April and needed until April 30, 2023 to vacate the rental unit.
14. The Landlord is seeking a standard order.
15. 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. I do not find that it is appropriate in the circumstances to delay the eviction. This is a fairly short tenancy, less than a year old, and the Tenants have failed to pay rent since June 2022. The Tenants failed to provide any circumstances as to why a delay until April 30, 2023 would be appropriate in the circumstances.

**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:**

- \$11,886.00 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$13,186.00 if the payment is made on or before March 6, 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 Tenants has paid the full amount owing as ordered plus any additional rent that became due after March 6, 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 Tenants must move out of the rental unit on or before March 6, 2023**
  5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$9,346.73. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
  6. The Tenants shall also pay the Landlord compensation of \$42.74 per day for the use of the unit starting February 3, 2023 until the date the Tenants moves out of the unit.
  7. If the Tenants does not pay the Landlord the full amount owing on or before March 6, 2023, the Tenants will start to owe interest. This will be simple interest calculated from March 7, 2023 at 5.00% annually on the balance outstanding.
  8. The Landlord or the Tenants 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 6, 2023, then starting March 7, 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 7, 2023.

**February 23, 2023**  
**Date Issued**

Emily Robb \_\_\_\_\_  
 Member, Landlord and Tenants 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 7, 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 Tenants 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	\$11,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$11,886.00</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 6, 2023**

Rent Owing To March 31, 2023	\$13,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$13,186.00</b>

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

Rent Owing To Hearing Date	\$10,485.48
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,300.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$24.75
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$9,346.73</b>
Plus daily compensation owing for each day of occupation starting February 3, 2023	\$42.74 (per day)