



Order under Section 69 Residential Tenancies Act, 2006

Citation: 109 Jameson Inc. v Ritchie, 2023 ONLTB 19849

Date: 2023-02-16

File Number: LTB-L-035988-22

In the matter of: 711, 109 JAMESON AVE
TORONTO ON M6K2X2

Between: 109 Jameson Inc.

Landlord

And

Sachelle Ritchie

Tenant

109 Jameson Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Sachelle Ritchie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 2, 2023. The Landlord's Legal Representative, M. Ciobotaru, 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 \$1,592.25, starting January 1, 2023.
4. Based on the Monthly rent, the daily rent/compensation is \$52.35. This amount is calculated as follows: $\$1,592.25 \times 12$, 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 \$17,165.28.
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 \$1,675.00 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 \$23.89 is owing to the Tenant for the period from January 1, 2021 to February 2, 2023.

Relief from Eviction

10. The Tenant, who has not paid any rent since March 2022, testified that she has resided in the unit since July 2020 and after graduating in March 2022, was unable to get stable employment until October 2022. The Tenant requested a payment plan or an extension of the termination date.
11. Based on the Tenant's failure to pay any rent even after obtaining stable employment in October 2022, I am not satisfied that she will comply with an order for periodic payments.
12. I have considered all 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 10, 2023 pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to either secure alternative accommodation or pay the outstanding amount.

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:**
 - \$17,351.28 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,943.53 if the payment is made on or before March 10, 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 10, 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 10, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,164.84. 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 \$52.35 per day for the use of the unit starting February 3, 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 February 27, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 28, 2023 at 5.00% annually on the balance outstanding.

8. If the unit is not vacated on or before March 10, 2023, then starting March 11, 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 11, 2023.

February 16, 2023

Date Issued

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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 11, 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	\$17,165.28
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,351.28

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 10, 2023

Rent Owing To March 31, 2023	\$18,757.53
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,943.53

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

Rent Owing To Hearing Date	\$15,677.73
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,675.00
Less the amount of the interest on the last month's rent deposit	- \$23.89
Total amount owing to the Landlord	\$14,164.84
Plus daily compensation owing for each day of occupation starting February 3, 2023	\$52.35 (per day)