



**ORDER ISSUED ON CONSENT  
Order under Section 69 and 77  
Residential Tenancies Act, 2006**

**Citation:** MEDALLION CORPORATION v Knight, 2023 ONLTB 19619

**Date:** 2023-02-16

**File Number:** LTB-L-034538-22

**In the matter of:** 807, 1755 JANE ST  
NORTH YORK ON M9N2S6

**Between:** MEDALLION CORPORATION Landlord

**And**

Doreen Knight Tenant

MEDALLION CORPORATION (the 'Landlord') applied for an order to terminate the tenancy and evict Doreen Knight (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 1, 2023.

The Landlord's Legal Representative Marija Jelic and the Tenant's Legal Representative Kyle Warwick 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 \$1,167.26.
4. Based on the Monthly rent, the daily rent/compensation is \$38.38. This amount is calculated as follows: \$1,167.26 x 12, divided by 365 days.
5. The Tenant has paid \$2,400.00 to the Landlord since the filing of the application.
6. The rent arrears owing to February 28, 2023 are \$16,608.09.
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 \$1,115.31 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. On consent, the parties requested a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of **March 31, 2023**. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2023.
2. The Tenant shall pay to the Landlord **\$27,299.43** \*, which represents the amount of rent owing and compensation up to March 31, 2023, less the rent deposit and interest the Landlord owes on the rent deposit. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$38.38 per day for the use of the unit starting February 2, 2023 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2023 at 5.00% annually on the balance outstanding.
5. 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.
6. 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 16, 2023**  
Date Issued

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Anthony Bruno  
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.

\*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 as the Tenancy is terminated on March 31, 2023**

Rent Owing To March 31, 2023	\$29,513.43
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$2,400.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$27,299.43</b>

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