



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Macmillan v Grigg, 2023 ONLTB 18877

Date: 2023-02-15

File Number: LTB-L-031286-22

In the matter of: 111 Jacqueline Street London,
ON N5Z 3P9

Between: Tate Macmillan Landlord

And

Rhonda Grigg Tenant

Tate Macmillan (the 'Landlord') applied for an order to terminate the tenancy and evict Rhonda Grigg (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 30, 2023.

The Landlord, the Landlord's agent Wesley Romak, the Landlord's Legal Representative Gail Kukor Lang and the Tenant attended the hearing. The Tenant spoke with Tenant Duty counsel prior to 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 \$1,938.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.72. This amount is calculated as follows: \$1,938.00 x 12, divided by 365 days. .
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

6. The Landlord collected a rent deposit of \$2,150.00 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.
7. Interest on the rent deposit, in the amount of \$43.77 is owing to the Tenant for the period from October 1, 2021 to January 30, 2023.

File Number: LTB-L-031286-22

8. The parties came before me with a partial consent. The Tenant agreed to vacate the unit by February 5, 2023. The only issue to determine was the amount of arrears owed.
9. The Tenant testified that she was unsure of what the rent was because she was getting mixed messages from the Landlord's agents. The Landlord's Legal Representative submitted that due to the pool in the unit's backyard being removed, the Tenant's rent was reduced to \$1,900.00 as of June 1, 2022.
10. Entered into evidence was an e-mail thread between the parties dated May 27, 2022 in which the parties agree with the rent reduction to \$1,900.00 for June 1, 2022. As such, on a balance of probabilities, I am satisfied that the agreed upon rent to be paid was \$1,900.00.
11. The Tenant did not make any payments towards the rent since the date of the application and as such, the total amount of arrears owing by the Tenant is \$17,388.00.

It is ordered that:

12. The tenancy between the Landlord and the Tenant is terminated as of February 5, 2023.
13. If the unit is not vacated on or before February 5, 2023, then starting February 6, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
14. 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 February 6, 2023.
15. The Tenant shall pay to the Landlord \$15,380.23. 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.
16. The Tenant shall also pay the Landlord compensation of \$63.72 per day for the use of the unit starting January 31, 2023 until the date the Tenant moves out of the unit.
17. If the Tenant does not pay the Landlord the full amount owing on or before February 26, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 27, 2023 at 5.00% annually on the balance outstanding.

February 15, 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 August 6, 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.

File Number: LTB-L-031286-22

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Hearing Date	\$17,388.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,150.00
Less the amount of the interest on the last month's rent deposit	- \$43.77
Total amount owing to the Landlord	\$15,380.23
Plus daily compensation owing for each day of occupation starting January 31, 2023	\$63.72 (per day)

2023 ONL TB 18877 (CanLII)