



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** TIMBRI PROPERTY MANAGEMENT v HONDERICH, 2023 ONLTB 19600

**Date:** 2023-02-10

**File Number:** LTB-L-056550-22

**In the matter of:** 408, 17 KAY CR  
GUELPH ONTARIO N1L0P1

**Between:** TIMBRI PROPERTY MANAGEMENT Landlord

**And**

BROOKE HONDERICH Tenant

TIMBRI PROPERTY MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict BROOKE HONDERICH (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's Representative Kira Houchen and the Tenant attended the hearing.

### **Determinations:**

#### Adjournment Request

1. The Tenant requested an adjournment for two reasons. First, to combine the Landlord's application with the T2 application the Tenant has filed. Second, because the Tenant did not have adequate notice to prepare for the hearing.
2. The T2 application concerns harassment and some of the allegations concern the actions of the Landlord in trying to evict the Tenant for non-payment of rent.
3. The Tenant testified that she received the notice of the hearing from the Landlord by email on January 23, 2023. The Tenant testified that after that date she received another copy of the notice of hearing in the mail on January 26, 2023. She testified that she checks her mail every other day.
4. The Landlord was opposed to an adjournment of the hearing.
5. Section 183 of the *Residential Tenancies Act*, 2006 directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."
6. I denied the adjournment because the Tenant did have adequate time to prepare for the hearing. The Tenant was served with the N4 Notice of Termination in May 2022. Since that

time the Tenant has been on notice that an eviction application is likely pending with the Board. Additionally, the Board's records reflect that the notice of hearing was mailed to the Tenant as of January 12, 2023. The Tenant also received notice of the hearing by email a week prior to the hearing.

7. In deciding whether to grant the adjournment on the basis that the Landlord's application needed to be combined with the Tenant's application, I did consider that the two applications are factually relevant to one another, however I also considered the prejudice to the Landlord of the delay that would be caused by an adjournment. The Landlord alleges that there are \$19,510.00 in arrears outstanding and that the Tenant has only paid \$110.00 in rent since July 1, 2022. Additionally, that the applications are not heard together does not bar the tenant from advancing her own claim. It only means that the applications will not be heard together.
8. For those reasons the adjournment was denied.

### The Application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$2,190.00. It is due on the 1st day of each month.
12. Based on the Monthly rent, the daily rent/compensation is \$72.00. This amount is calculated as follows: \$2,190.00 x 12, divided by 365 days.
13. The Tenant has paid \$110.00 to the Landlord since the application was filed.
14. The parties agree that the rent arrears owing to January 31, 2023 are \$19,510.00.
15. The Tenant did add that she stopped making payments because of confusion about who the Landlord was and there was a breakdown in communication between the parties.
16. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
17. The Landlord collected a rent deposit of \$2,190.00 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.
18. Interest on the rent deposit, in the amount of \$24.30 is owing to the Tenant for the period from April 1, 2022 to January 30, 2023.
19. The Tenant requested relief from eviction in the form of a repayment plan that would involve three payments of \$6,570.00 and the arrears being paid off by April 24, 2023. The Tenant testified that she has a large portion of the rent money set aside and has some more money from the estate of a relative.
20. The Landlord is opposed to a repayment plan.

21. I do not think it would be fair in the circumstances to impose a repayment plan because I am not satisfied that the Tenant would abide by it. While I did consider the Tenant's testimony that she has the money at her disposal, the Tenant has been in arrears since early on in the tenancy and has only paid \$110.00 to the Landlord since the application was filed. As such, the Tenant's actions have not established that she will make payments to the Landlord in accordance with a payment plan.
22. The Tenant also requested relief from eviction in the form of a postponed eviction of 30 - 60 days. The Tenant testified that she is a single mother and her hours have been reduced at work.
23. The Landlord is opposed to any postponement of the eviction.
24. 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 February 28, 2023 pursuant to subsection 83(1)(b) of the Act. In making that determination I have considered the significant amount of arrears and that the Landlord is at risk of foreclosure of this property. However, I have also considered that the Landlord was unable to provide the dates on which they reached out to Tenant about the possibility of a repayment plan and as such I have a reliable concern about that occurring. I have also considered the Tenant's individual circumstances. Delaying the eviction slightly will give the Tenant some time to pay off the arrears.

**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:**
  - \$21,901.00 if the payment is made on or before February 28, 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 February 28, 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 February 28, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,466.70. 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 \$72.00 per day for the use of the unit starting January 31, 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 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 22, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2023, then starting March 1, 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 1, 2023.

**February 10, 2023**

**Date Issued**

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Amanda Kovats  
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 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.

**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	\$21,810.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$110.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,901.00</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$19,590.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$110.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,190.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$24.30
<b>Total amount owing to the Landlord</b>	<b>\$17,466.70</b>
Plus daily compensation owing for each day of occupation starting January 31, 2023	\$72.00 (per day)