



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

Citation: The Valiant Group of Companies v Tate, 2023 ONLTB 18500
Date: 2023-02-09 File Number: LTB-L-016178-22

In the matter of: 1115, 177 NONQUON RD
OSHAWA ON L1G3S2

Between: The Valiant Group of Companies Landlord

And

Sharon Tate and Teresa Tate Tenant

The Valiant Group of Companies (the 'Landlord') applied for an order to terminate the tenancy and evict Sharon Tate and Teresa Tate (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on September 28, 2022 at 1 pm.

As of 2:35pm, only the Landlord's representative Victoria Orlandi appeared before the Board. The Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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 \$2,045.00. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$67.23. This amount is calculated as follows: \$2,045.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to \$11,988.46 from the period of April 1, 2022 to September 1, 2022.
7. The Tenants also owe rent after the date of today's hearing from October 1, 2022 to February 1, 2023, 5 x \$2045.00 (\$10225.00) less any payments made.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,045.00 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.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:
 - \$23,399.46 less the last month's rent, if the payment is made on or before February 20, 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 have paid the full amount owing as ordered plus any additional rent that became due after February 20, 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 20, 2023
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$23,399.46. 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 \$67.23 per day for the use of the unit starting until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 20, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 21, 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 February 20, 2023, then starting February 21, 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 February 21, 2023.

File Number: LTB-L-016178-22

February 9, 2023

Date Issued

John Tzanis
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 21, 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.

2023 ONL TB 18500 (CanLII)