



**Order under Section 69 and 89 Residential Tenancies Act, 2006**

**File Number:** LTB-L-024826-22

**In the matter of:** 1507, 11 BRUNEL CRT  
TORONTO ON M5V3Y3

**Between:** Charles Meadus, Daria Meadus and Joshua Meadus Landlord

**And**

Earvin Chua and Mindy Slater Tenants

Charles Meadus, Daria Meadus and Joshua Meadus (the 'Landlord') applied for an order to terminate the tenancy and evict Earvin Chua and Mindy Slater (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 26, 2023.

The Landlords Daria Meadus and Charles Meadus and their Representative Cassandra Weatherston attended the hearing. The Tenant Mindy Slater attended the hearing to seek an adjournment. When it was denied, the Tenant disconnected from the hearing.

**Determinations:**

The Tenant's Adjournment Request and Absence from the Hearing

1. The Tenant requested an adjournment because she did not have adequate time to prepare for the hearing and because she wanted to seek legal representation.

2. The Tenant testified that she did not receive the notice of hearing until January 20, 2023 and that only left her with 6 days to prepare for the hearing. The Tenant testified that she placed a call to a legal clinic approximately 4 days before the hearing but had not heard back.
3. The Landlord was opposed to the adjournment request and indicated that they sent the Tenant a copy of the notice of hearing on January 11, 2023.
4. Section 183 of the *Residential Tenancies Act, 2006* ('the Act') 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.
5. The adjournment request was denied for the following reasons. The N4 and N8 Notices of Termination was deemed served on the Tenants on May 16, 2022. Since that date the Tenants have been on notice that a hearing is likely pending with the Board. The Board's records reflect that the notice of hearing was sent by the Board as of January 10, 2023 and the Landlord's Representative submitted that she sent the Tenant another copy as of January 11, 2023. As such, I am not satisfied that the Tenant did not have adequate notice of the hearing.
6. Additionally, the right to counsel is not an absolute right. The Tenant has been on notice since May 2022 that an eviction application was likely pending with the Board and had the opportunity to use that time to contact a legal representative. Additionally, the Tenant did speak with tenant duty counsel the morning of the hearing. As such, the adjournment request was denied on this basis as well.
7. Immediately after the Tenant's adjournment request was denied the Tenant disconnected from the hearing room. I waited 10 minutes after that occurred to give the Tenant time to remedy any connection issues they may have had. I also confirmed with the moderator that the Tenant had no prior connection issues when she was present. The Landlord's representative used the 10-minute grace period to email the Tenant that the hearing would be proceeding and attempted to call and text the Tenant, but the messages and calls would not go through to the Tenant for an unknown reason.

#### L1 Application – Non-Payment of Rent

8. 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.
9. As of the hearing date, the Tenants were still in possession of the rental unit.

10. The lawful rent is \$1,800.00. It is due on the 1 day of each Monthly.
11. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
12. The Tenants have paid \$5,600.00 to the Landlord since the application was filed.
9. The rent arrears owing to January 31, 2023 are \$17,800.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,800.00 from the Tenants 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.
15. Interest on the rent deposit, in the amount of \$32.33 is owing to the Tenants for the period from November 1, 2020 to January 26, 2023.

L2 Application – Persistent Late Payment of Rent

16. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1<sup>st</sup> day of each month. The rent has been paid late 24 times in the past 25 months. Specifically rent was paid:
  1. Late on December 2, 2020
  2. Late on January 2, 2021
  3. Late on March 3, 2021
  4. Partially on April 3, 2021 and April 11, 2021
  5. Late on May 9, 2021
  6. Late on June 3, 2021
  7. Late on July 5, 2021
  8. Late on August 8, 2021
  9. Late on September 15, 2021
  10. Late on October 4, 2021
  11. Late on November 11, 2021
  12. Late of December 5, 2021
  13. No rent payments in January 2022
  14. No rent payments in February 2022
  15. No rent payments in March 2022
  16. No rent payments in April 2022
  17. No rent payments in May 2022
  18. No rent payments in June 2022
  19. No rent payments in July 2022

20. No rent payments in August 2022
21. Late on September 10, 2022
22. Late on October 8, 2022
23. No rent payments in November 2022
24. No rent payments in December 2022

17. Rent was paid on time and in full in January 2023.

### Relief from Eviction

18. 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. In making that determination I considered the testimony of the Landlord that the Tenant's non-payment has had a large financial affect and resulted in the Landlord's being unable to secure and build their retirement home. As such, the Landlords are living in a small apartment while waiting for their finances to improve. I have also considered the large amount of outstanding arrears.
19. I have decided not to grant relief from eviction in the form of a pay on time order because I am not satisfied that the Tenants would abide by it. The Tenants have consistently paid their rent late 24 times in the past 25 months. The Tenants are also in significant arrears.
20. Additionally, the Tenant did not remain in the hearing room to provide any evidence relevant to my analysis under section 83 of the Act.

### **It is ordered that:**

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenant must move out of the rental unit on or before February 19, 2023.
2. The Tenants shall pay the Landlord \$15,892.35. This amount includes arrears up to the hearing date and the Landlord's costs. The amount of 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.
3. The Tenants shall also pay the Landlord daily rent/compensation of \$59.18 per day for the use of the unit starting January 27, 2023 to the date the Tenant moves out of the unit.
4. If the Tenants do not pay the Landlord the full amount owing on or before February 19, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 20, 2023 at 5.00% annually on the balance outstanding.

5. If the unit is not vacated on or before February 19, 2023, then starting February 20, 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 February 20, 2023.

**February 8, 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 of the Tenant expires on August 20, 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 Tenants must pay as the tenancy is terminated**

Rent Owing To January 26, 2023	\$ 23,138.68
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	- \$ 5,600.00
<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	- \$1,800.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$ 32.33
<b>Total amount owing to the Landlord</b>	<b>\$ 15,892.35</b>
Plus daily compensation owing for each day of occupation starting January 27, 2023:	\$ 59.18 (per day)

