



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

Citation: Real-Key Property v Favro, 2023 ONLTB 18994

Date: 2023-02-07

File Number: LTB-L-027364-22

In the matter of: 30 COPERNICUS DR
SAULT STE. MARIE ON P6A6H2

Between: Real-Key Property Management Landlord

And

Melissa Favaro Tenant

Andrew Raplenovic (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Favaro (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. Andrew Raplenovic is, in fact, a full-time employee of the Landlord, Real-Key Property Management, and the application was amended to reflect the correct name of the Landlord.

This application was heard by videoconference on January 17, 2023.

The Landlord's agent, A. Raplenovic, and the Tenant 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 \$1,230.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.44. This amount is calculated as follows: \$1,230.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$14,430.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant does not dispute the amount of arrears owed. She said that she has tried to contact the Landlord to agree on a repayment arrangement. She proposes to pay the rent in full going forward, as well as \$600.00 per month towards the arrears.

10. The Tenant said that she withheld the rent since May 2022 because of maintenance issues, and because she had a lot of expenses associated with a family funeral. She said that her income, including social assistance and child tax credit, is approximately \$2,700.00 per month. She has two children who live with her, aged 4 and 14.
11. The Tenant said that she is unable to find anywhere else to live within her budget. She seeks to remain in the rental unit.
12. The Landlord requests a standard termination order. The Landlord's agent said that the Tenant was given many opportunities to make some payment, and she promised to pay something. He said that the Tenant has nevertheless paid nothing at all for months. He said that the Landlord has attempted maintenance visits to the unit, but the Tenant did not answer the door.
13. I find that the tenancy is no longer viable for the reasons that follow. The Tenant was four months in arrears when the Landlord filed the application, and she continued to pay no rent at all for the next eight months. The Tenant reported an income that could have potentially supported the rent payments, but she chose to pay nothing. There has been no change in her circumstances, nor were there any documents to support her proposal of paying the rent in full going forward as well as \$600.00 per month. The arrears continue to accrue.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In particular, the Tenant has paid nothing at all for a year, and the arrears are now very substantial. It is prejudicial to the Landlord for the tenancy to continue.

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:**
 - \$15,846.00 if the payment is made on or before February 18, 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 18, 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 18, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,073.48. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$40.44 per day for the use of the unit starting January 18, 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 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 19, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenant 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 18, 2023, then starting February 19, 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 19, 2023.

February 7, 2023

Date Issued

Nancy Morris

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 19, 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 18, 2023

Rent Owing To February 28, 2023	\$15,660.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$15,846.00

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

Rent Owing To Hearing Date	\$13,887.48
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$14,073.48
Plus daily compensation owing for each day of occupation starting January 18, 2023	\$40.44 (per day)