



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Chiasson v Chretien, 2023 ONLTB 18353

**Date:** 2023-02-07

**File Number:** LTB-L-029213-22

**In the matter of:** 1, 699 REGENT ST  
SUDBURY ON P3E3Y5

**Between:** Patric Chiasson Landlord

**And**

Nicole Chretien Tenant

Patric Chiasson (the 'Landlord') applied for an order to terminate the tenancy and evict Nicole Chretien (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 18, 2023.

The Landlord did not attend the hearing but was represented by Ashley Friel who called Brigitte LaCelle ('B.L.' or the 'property manager'). The Tenant attended the hearing and was self-represented.

**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 \$2,137.13. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.26. This amount is calculated as follows: \$2,137.13 x 12, divided by 365 days.
5. The Tenant has paid \$9,005.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$11,751.43.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,895.00 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.

9. Interest on the rent deposit, in the amount of \$29.10 is owing to the Tenant for the period from December 1, 2020 to January 18, 2023.

Section 83 considerations

10. The Tenant does not dispute the outstanding balance, explaining that the arrears began as her bank account had an overdrawn, negative balance for an extended period which consumed a portion of her funds when deposits were made. This resulted in limited funds left for her rent payments. As of the date of the hearing, this issue had been corrected such that she is able to make her rent payments and payments towards the arrears.
11. The Tenant testified that her monthly income is approximately \$3,200 (comprised of a \$1,200.00 'baby bonus', an ODSP benefit payment of \$1,800.00, and income of \$400.00) and monthly expenses of \$3,737.13 (comprised of rent, utilities, telephone, grocery, transportation, loan payment, and internet/television expenses). The Tenant proposed to make monthly arrears payments of \$1,200.00 using her 'baby bonus' cheques applied to the arrears, and to make her rent payments on time, in order to preserve the tenancy.
12. In response to questions posed by the Board, the Tenant explained that should the Board grant the Landlord's application she would need time to find a new place to live as she currently lives with a physical disability, and needs to make arrangements for her two children (who are 16 and 12 years of age). In addition to her children, she resides with her adult partner.

Analysis

13. 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 find that it would not be unfair to postpone the eviction until March 18, 2023 pursuant to subsection 83(1)(b) of the Act. I am satisfied that the tenancy is no longer financially viable such that it would be unfair to the Landlord to continue with the tenancy. However, balancing the prejudice to the Landlord against the Tenant's personal and family circumstances, I am satisfied that delaying the eviction for a brief period of time is appropriate.

**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:**
  - \$14,074.56 if the payment is made on or before February 28, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$16,211.69 if the payment is made on or before March 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 March 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 March 18, 2023.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,140.88. 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 \$70.26 per day for the use of the unit starting January 19, 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 March 18, 2023, then starting March 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 March 19, 2023.

**February 7, 2023**

**Date Issued**

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Emile Ramlochan

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 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.

\*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

**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	\$22,893.56
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	- \$9,005.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$14,074.56</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 18, 2023**

Rent Owing To March 31, 2023	\$25,030.69
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	- \$9,005.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$16,211.69</b>

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

Rent Owing To Hearing Date	\$19,883.98
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	- \$9,005.00
<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	- \$1,895.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$29.10
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$9,140.88</b>
Plus daily compensation owing for each day of occupation starting January 19, 2023	\$70.26 (per day)