



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

**Citation:** Sitrine (245 Howland) Inc. v Lee, 2023 ONLTB 18125

**Date:** 2023-02-06

**File Number:** LTB-L-024242-22

**In the matter of:** D08, 245 HOWLAND AVE TORONTO  
ON M5R3B7

**Between:** Sitrine (245 Howland) Inc. Landlord

**And**

Valerie Lee Tenant

Sitrine (245 Howland) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Valerie Lee (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was adjourned on January 04, 2023 at the Tenants request in order to give them time to consult with legal services.

This, the rescheduled hearing, was heard by videoconference on January 27, 2023 at 09:00 am.

Only the Landlord Representative Kevin Anderson attended the hearing.

At 09:20 am Tenant Duty Counsel Sumaya Bauer informed me that although she was not representing the Tenant she had previously consulted with the Tenant and the Tenant's daughter. She was unable to contact the Tenant for the hearing but was able hold of the Tenant's daughter who informed her that she wasn't with her mother at the time and suspected the Tenant may be having technical issues. TDC Sumaya Baur asked the Tenant's daughter to attempt to get a hold of the Tenant and inform her to get in contact with the Board before the matter proceeded uncontested, which normally occurs at 9:30 am.

As of 09:43 am, the Tenant was 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.

I was satisfied that the hearing should proceed with only the Landlord's evidence. This matter was previously adjourned in order to allow the Tenant time to consult legal services, they were properly notified of this hearing, and attempts were made to contact them yet they still failed to appear or inform the Board of any issues that were preventing them from attending.

**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 \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,600.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$16,796.25.
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 \$1,850.00 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 \$1.37 is owing to the Tenant for the period from January 01, 2023 to January 27, 2023.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Given the amount of arrears owing I am satisfied that the Landlord would be prejudiced should relief be granted.

**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:**

- \$18,832.25 if the payment is made on or before February 17, 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 17, 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 17, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,887.33. 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 \$60.82 per day for the use of the unit starting January 28, 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 17, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 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 17, 2023, then starting February 18, 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 18, 2023.

**February 6, 2023**  
**Date Issued**

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Kelly Delaney  
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 18, 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 17, 2023**

Rent Owing To February 28, 2023	\$20,246.00
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	- \$1,600.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount 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>\$18,832.25</b>

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

Rent Owing To Hearing Date	\$18,152.97
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	- \$1,600.00
<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	- \$1,850.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$1.64
<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>\$14,887.33</b>
Plus daily compensation owing for each day of occupation starting January 28, 2023	\$60.82 (per day)