



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

Citation: Homestead Land Holdings Limited v English, 2023 ONLTB 16323

Date: 2023-01-24

File Number: LTB-L-026204-22

In the matter of: 1208, 1241 KILBORN PL OTTAWA
ON K1H1A5

Between: Homestead Land Holdings Limited Landlord

And

Philip English Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Philip English (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 16, 2023.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Meghan O'Connor.

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on December 5, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
4. The lawful rent is \$1,543.30. It was due on the 1st day of each month.
5. The Tenant has paid \$4,975.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 5, 2022 are \$6,875.10.
7. The Landlord seeks an order for the arrears and costs.

Tenant's Request for Relief

8. The Tenant testified that he physically moved out of the rental unit on December 3, 2022 but emailed the Landlord on December 5, 2022 telling them that he had moved out.
9. The Tenant testified that the reason he fell into arrears was because he was laid off in March 2022 and realized in May 2022 that he needed to move out. While he was successfully able to sublet his place for the months of June – August 2022, he finally spoke to the Landlord about moving out at some point in October 2022.
10. The Tenant is unsure of the amount that is owed to the Landlord as the Landlord has provided different amounts to him in the past which included damage and clean up fees.
11. The Tenant seeks a repayment plan whereby he would pay an additional \$250.00 each month until the arrears are cleared. In the alternative, the Tenant seeks a delay of six months to pay the arrears.
12. The Landlord does not oppose the Tenant's request for a delay of six months.

ANALYSIS

13. Based on the evidence before the Board, I find that the Landlord first became aware of that the Tenant moved out of the rental unit on December 5, 2022. As such I find the tenancy terminated on this day.
14. I also find the arrears owing to December 5, 2022 total \$6,875.10.
15. With respect to the Tenant's request for relief, specifically, his repayment plan proposal, I am not prepared to exercise my discretion to do so in these circumstances. Repayment plans are granted to allow a tenant to catch up on the arrears while continuing to pay their monthly rent. In this case, the Tenant has vacated the rental unit and has a debt that is owed to the Landlord.
16. I find the order the Tenant seeks (in terms of a repayment plan extending over 22 months) would cause some prejudice to the Landlord – payment that is due and owing as of December 5, 2022, is delayed and the Landlord gains no interest in compensation for that delay until or unless the Tenant breaches the repayment plan.
17. However, I find that the request to delay the payment by six months to be appropriate given the Tenant's circumstances – including a new job; furthermore, the Landlord does not oppose the Tenant's request for six months. I find it appropriate to grant this request as the delay allows the Tenant to save funds and pay off the arrears within six months or in the alternative, avoid paying interest on the debt owed until after six months.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$1,556.01 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.

- 20. Interest on the rent deposit, in the amount of \$14.32 is owing to the Tenant for the period from March 1, 2022 to December 5, 2022.
- 21. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

- 1. The tenancy between the Landlord and the Tenant is terminated as of December 5, 2022, the date the Tenant moved out of the rental unit
- 2. The Tenant shall pay to the Landlord \$5,490.77. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
- 3. If the Tenant does not pay the Landlord the full amount owing on or before July 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 25, 2023 at 5.00% annually on the balance outstanding.

**January 24, 2023 Date
Issued**

Sonia Anwar-Ali
Member, Landlord and Tenant Board

15 Grosvenor St, 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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$11,850.10
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,975.00
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	- \$1,556.01
Less the amount of the interest on the last month's rent deposit	- \$14.32
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	\$5,490.77