



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

**File Number:** LTB-L-013452-22

**In the matter of:** 311, 3266 WESTON RD  
Toronto ON M9M2V2

**Between:** Silvercore Properties Inc. Landlord

**And**

Kathleen Vincent and Kenrick Phillip Tenants

Silvercore Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kathleen Vincent and Kenrick Phillip (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 12, 2023.

The Landlord and the Tenant Kathleen Vincent attended the hearing.

**Determinations:**

L1 Application – Non-Payment of Rent

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,593.90. It is due on the 1 day of each Monthly.

4. Based on the Monthly rent, the daily rent/compensation is \$52.40. This amount is calculated as follows: \$1,593.90 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2023 are \$21,001.80.
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 \$1,593.90 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 \$20.43 is owing to the Tenants for the period from December 21, 2021 to January 12, 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 day of each month. The rent has been paid late or not at all 18 times in the past 19 months. At the time the N8 Notice of Termination was served the Tenant paid their rent late or not at all 8 out of 9 months from July 2021 to March 2022. When rent was being paid it was paid several times on the 7<sup>th</sup>, and the also on the 4<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup>. Since the application was filed in March 2022, the Tenants have stopped paying rent.
17. The Tenant Kathleen Vincent ('K.V') agrees that the arrears to January 31, 2023 are \$21,001.80. K.V does not contest that she has paid rent late on some occasions but said it was not all the time. K.V was not able to state specifically when rent was paid on time.
18. The Tenants were sent letters by their Landlord on November 21, 2022 and July 15, 2022 regarding their arrears and the possibility of arranging a repayment agreement. The Tenants did not respond to either of those letters.

#### Relief from Eviction

19. K.V requested relief from eviction in the form of a repayment plan and a pay on time order. K.V testified that her son will be able to help her pay off some of the arrears. The Landlord was opposed to both a repayment plan and a pay on time order.
20. I do not think it would be fair in the circumstances to impose a repayment plan or a pay on time order as I am not satisfied that the Tenants will abide by it. The amount of outstanding arrears is very high and K.V testified that the household income is currently only \$800.00. That is not enough to cover the monthly rent and therefore the tenancy is not sustainable.

K.V did testify that she may be getting more money from disability soon and mentioned the help from her son, but was not able to provide specifics about how much more would be brought in.

21. K.V testified that she injured her hand at work and that is why she has unemployed. K.V requested that the eviction be postponed so that the Tenants have time to find somewhere new to live. The Landlord was opposed to any delay. 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 not be unfair to postpone the eviction until February 11, 2023 pursuant to subsection 83(1)(b) of the Act. In making that determination I have considered the reason that K.V has been out of work, but also the significant amount of arrears outstanding. I have decided to postpone the eviction slightly in order to give the Tenants time to find new living accommodations but have declined to postpone it any later than February 11, 2023 as there is a significant amount of arrears outstanding.

**It is ordered that:**

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before February 11, 2023.
2. The Tenants shall pay the Landlord \$18,608.37. See Schedule 1 for the calculation of the amount owing. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
3. The Tenants shall also pay the Landlord compensation of \$52.40 per day for the use of the unit starting January 13, 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 11, 2023, the Tenants will start to owe interest. This will be simple interest calculated from February 12, 2023 at 5.00% annually on the balance outstanding.
5. If the unit is not vacated on or before February 11, 2023, then starting February 12, 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 12, 2023.

**January 23, 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 12, 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 12, 2023	\$ 20,036.70
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	- \$ 0.00
<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	- \$ 1,593.90
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$20.43
<b>Total amount owing to the Landlord</b>	<b>\$ 18,608.37</b>
Plus daily compensation owing for each day of occupation starting January 13, 2023:	\$ 52.40 (per day)

