



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Plach v Sharpe, 2023 ONLTB 15948

**Date:** 2023-01-19

**File Number:** LTB-L-023758-22

**In the matter of:** Unit 1, 103 VICTORIA AVE S  
HAMILTON ON L8N2S9

**Between:** Michelle Plach Landlord

**And**

Jason Sharpe and Simon Sharpe Tenants

Michelle Plach (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Sharpe and Simon Sharpe (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 4, 2023.

The Landlord and the Tenant Simon Sharpe attended the hearing.

### Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 \$1,549.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.93. This amount is calculated as follows: \$1,549.00 x 12, divided by 365 days.
5. The Tenants have paid \$12,996.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$4,043.00.
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 \$1,549.00 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.
9. Interest on the rent deposit, in the amount of \$56.91 is owing to the Tenants for the period from November 26, 2019 to January 4, 2023.

10. The Tenant Simon Sharpe ('S.S') requested relief from eviction in the form of a repayment plan. S.S stated that he was out of work for awhile but recently found employment in November 2022. S.S stated that the Tenants could pay \$500.00 - \$700.00 towards the arrears each month. The Landlord was opposed to the repayment plan.
11. I do not find that imposing a repayment plan would be fair in the circumstances as the Tenants did not pay anything towards the arrears in either December 2022 or January 2023 prior to the hearing. According to the Landlord's rent ledger the Tenants paid \$100.00 less than the monthly rent in December 2022 and by the date of the hearing the Tenants had paid \$649.00 less than monthly rent in January 2023. As such, I am not satisfied that the Tenants would abide by a repayment plan.
12. S.S testified that he lives in the rental unit with his partner and 4-year-old child. S.S asked that the eviction be postponed to provide his family with time to find a new place to live and potentially a new school for his son. The Landlord was opposed to a postponement of the eviction order. 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 16, 2023 pursuant to subsection 83(1)(b) of the Act. I have made that determination in order to give the Tenants some time to both pay off their arrears and find new living arrangements. However, I have declined to postpone the eviction any later than February 16, 2023 because of the large amount of arrears outstanding and the potential prejudice to the Landlord of a further delayed eviction.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$4,229.00 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$5,778.00 if the payment is made on or before February 16, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 16, 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 Tenants do not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 16, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,277.81. 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 Tenants shall also pay the Landlord compensation of \$50.93 per day for the use of the unit starting January 5, 2023 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 16, 2023, then starting February 17, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 17, 2023.

**January 19, 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 expires on August 17, 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 January 31, 2023**

Rent Owing To January 31, 2023	\$17,039.00
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	- \$12,996.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$4,229.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 16, 2023**

Rent Owing To February 28, 2023	\$18,588.00
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	- \$12,996.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$5,778.00</b>

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

Rent Owing To Hearing Date	\$15,693.72
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	- \$12,996.00
<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	- \$1,549.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$56.91
<b>Total amount owing to the Landlord</b>	<b>\$1,277.81</b>
Plus daily compensation owing for each day of occupation starting January 5, 2023	\$50.93 (per day)