



Order under Section 69 Residential Tenancies Act, 2006

Citation: Levesque v Hartley, 2023 ONLTB 16030

Date: 2023-01-18

File Number: LTB-L-037865-22

In the matter of: 220 Old Colony Rx
Kanata ON K2L1M7

Between: Josee Levesque Landlord

And

Darryn Parsons and Terron Hartley Tenants

Josee Levesque (the 'Landlord') applied for an order to terminate the tenancy and evict Darryn Parsons and Terron Hartley (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard on January 17, 2023. The Landlord and the Tenants, who met with Duty Counsel, 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 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$14,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit as the Landlord agreed to apply the last month rent deposit to January 2022 rent as requested by the Tenants.
9. The Landlord has agreed to several repayment proposals from the Tenants in the past few months. The Tenants have failed to comply with any of the plans they proposed.

2023 ONLTB 16030 (CanLIJ)

10. The Tenants also have not paid the water and sewer charges and owe approximately \$2,400.00 to these costs.
11. The Tenant Darryn Parsons has not been employed since January 2022. He has attempted to start a business and has not been successful. One repayment proposal was based on a snow removal contract for \$24,000.00 which was cancelled. The Tenant started to work for a roofing company last month but only receives payment when it snows.
12. The Landlord testified she is in huge financial hardship due to the Tenants' not paying rent. The Landlord's credit is exhausted and can't provide for her own family now. The Landlord requested an expedited eviction.
13. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants have not paid rent for several months and cannot afford to pay the rent and pay the arrears in a reasonable period of time. This is in addition to the outstanding utility bills they owe.
14. I will not expedite this order as it does not fall within the reasons an expedited order is issued by the Board.

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:**
 - \$14,636.00 if the payment is made on or before January 29, 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 January 29, 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 Tenants must move out of the rental unit on or before January 29, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,736.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$70.68 per day for the use of the unit starting until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 29, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 30, 2023 at 5.00% annually on the balance outstanding.
8. The Landlord or the Tenants 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 January 29, 2023, then starting January 30, 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 January 30, 2023.

January 18, 2023

Date Issued

Greg Joy
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 July 30, 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 to void the eviction order and continue the tenancy if the payment is made on or before January 29, 2023

Rent Owing To January 31, 2023	\$16,950.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
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 the Tenant must pay to continue the tenancy	\$14,636.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$4,050.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,500.00
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	- \$
Less the amount of the interest on the last month's rent deposit	- \$0.00
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	\$1,736.00
Plus daily compensation owing for each day of occupation starting	\$70.68 (per day)

