



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

**Citation:** Havcare Investments Inc v Kerudo, 2023 ONLTB 14774

**Date:** 2023-01-11

**File Number:** LTB-L-025717-22

**In the matter of:** 1019, 500 DAWES RD  
Toronto ON M4B2G1

**Between:** Havcare Investments Inc Landlord

**And**

Margaret Kerudo Tenants  
Stephen Ariga

Havcare Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Margaret Kerudo and Stephen Ariga (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 5, 2023. Only the Landlord's agent, Carolyn Krebs, attended the hearing. As of 2:40pm, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's uncontested evidence.

**Determinations:**

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 as of January 1, 2023 is \$1,208.47. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.73. This amount is calculated as follows: \$1,208.47 x 12, divided by 365 days.
5. The Tenants have paid \$7,790.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2023 are \$10,323.73.

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 \$1,208.47 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. The interest on the deposit was applied to the Last month's rent deposit to bring the amount up to the current rent amount. Therefore, there is no interest due on the deposit.
10. The Landlord indicated that they had spoken with the Tenants and that the Tenants told her that they expected to pay all of the arrears by January 15, 2023. The Landlord requested additional time for the Tenants to be able to void the order. I see no reason to deny the Landlords request for the extension on the basis that it also benefits the Tenants even though they did not attend the hearing.
11. 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 5, 2023 pursuant to subsection 83(1)(b) of the Act.

**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:**
    - \$10,509.73 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$11,718.20 if the payment is made on or before February 5, 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 5, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants 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 February 5, 2023**
  5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,291.44. 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.

- 6. The Tenants shall also pay the Landlord compensation of \$39.73 per day for the use of the unit starting January 6, 2023 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 22, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 23, 2023 at 2.00% 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 February 5, 2023, then starting February 6, 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 6, 2023.

2023 ONLTB 14774 (CanLII)

**January 11, 2023**

**Date Issued**




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Terri van Huisstede  
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 6, 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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	\$18,113.73
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	- \$7,790.00
<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>\$10,509.73</b>
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**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 5, 2023**

Rent Owing To February 28, 2023	\$19,322.20
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	- \$7,790.00
<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>\$11,718.20</b>

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

Rent Owing To Hearing Date	\$17,103.91
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	- \$7,790.00
<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	- \$1,208.47
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$8,291.44</b>
Plus daily compensation owing for each day of occupation starting January 6, 2023	\$39.73 (per day)