



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

**Citation:** 1213763/1319399 Ontario Inc v Riley, 2023 ONLTB 14894

**Date:** 2023-01-10

**File Number:** LTB-L-025723-22

**In the matter of:** 2306, 1541 LYCEE PL  
OTTAWA ON K1G4E2

**Between:** 1213763/1319399 Ontario Inc Landlord

**And**

Shaun Pilla Tenants  
Steven Riley

1213763/1319399 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Shaun Pilla and Steven Riley (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 legal representative, David Lyman, attended the hearing. As of 2:11pm, neither of the Tenants were present or represented although served with notice of the hearing by the Board. As a result, the hearing proceeded with only the Landlord's 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 September 1, 2022 is \$1,723.43. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.66. This amount is calculated as follows: \$1,723.43 x 12, divided by 365 days.
5. The Tenants has paid \$2,556.00 to the Landlord since the application was filed.

6. The rent arrears owing to January 31, 2023 are \$16,768.15.
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 \$1,703.00 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 \$29.16 is owing to the Tenants for the period from May 1, 2022 to January 5, 2023.
10. At the hearing, it was the Landlords evidence that one of the named Tenants had passed away on December 12, 2022 and that the other Tenant had vacated some time prior. The Landlord requested an order terminating the tenancy on January 11, 2023. This would be the 30 days pursuant to subsection 91(1) of the *Residential Tenancies Act, 2006* (the 'Act'). However, the Landlords evidence was also that there were still items remaining in the unit as of the hearing date and they were unsure if the Tenants or the estate would be removing the items by January 11, 2023. On this basis I find it appropriate to provide a standard order giving the remaining Tenant time to void the order or to remove the remaining belongings from the unit.
11. The arrears of rent have continued to accrue and are now substantially more than when the Landlord first filed the application.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
  - \$16,954.15 if the payment is made on or before January 21, 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 Tenant has paid the full amount owing as ordered plus any additional rent that became due after January 21, 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 January 21, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$13,781.86. 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 \$56.66 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 21, 2023, the Tenants will start to owe interest. This will be simple interest calculated from January 22, 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 21, 2023, then starting January 22, 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 22, 2023.

2023 ONL TB 14894 (CanLII)

**January 10, 2023**

**Date Issued**

\_\_\_\_\_  
 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 July 22, 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 21, 2023**

|  |                     |
|--|---------------------|
| Rent Owing To January 31, 2023   | \$19,324.15         |
| 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 | <b>- \$2,556.00</b> |

|   |                    |
|---|--------------------|
| <b>Less</b> the amount the Tenant paid into the LTB since the application was filed | - \$0.00           |
| <b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}        | - \$0.00           |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                 | - \$0.00           |
| <b>Total the Tenant must pay to continue the tenancy</b>                            | <b>\$16,954.15</b> |

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

|  |                      |
|--|----------------------|
| Rent Owing To Hearing Date   | \$17,884.02          |
| 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 | - \$2,556.00         |
| <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                                | - \$1,703.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$29.16            |
| <b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}          | - \$0.00             |
| <b>Less</b> the amount of the credit that the Tenant is entitled to                    | - \$0.00             |
| <b>Total amount owing to the Landlord</b>  | <b>\$13,781.86</b>   |
| Plus daily compensation owing for each day of occupation starting January 6, 2023      | \$56.66<br>(per day) |