



Order under Section 69
Residential Tenancies Act, 2006

Citation: Homestead Land Holdings Limited v Larsson, 2023 ONLTB 14206

Date: 2023-01-10

File Number: LTB-L-073444-22
(EAL-98572-21)

In the matter of: 422, 33 ONTARIO STREET
KINGSTON ON K7L5E3

Between: Homestead Land Holdings Limited Landlord

and

Virginia Larsson Tenant

Your file has been moved to the Landlord and Tenant Board's new case management system, the Tribunals Ontario Portal. Your new file number is LTB-L-073444-22.

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Virginia Larsson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 26, 2022.

The Landlord's representative, Kimberly Adams, the Tenant, and the Tenant's representative, John Done attended the hearing.

Determinations:

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from June 1, 2021 to October 31, 2022. Because of the arrears, the Landlord served a Notice of Termination effective August 6, 2021.
2. The Landlord collected a rent deposit of \$1,427.66 from the Tenant and this deposit is still being held by the Landlord.
3. The Tenant paid \$14,490.00 after the application was filed.
4. The Tenant's representative took the position that the Landlord is holding a last month's rent deposit that is greater than the current rent amount. The Landlord's representative told the Board that the rent decreased as a result of cancelling the cost of storage and that represents the amount still being held by the Landlord. I find that this is not grounds

to dismiss the Landlord's application. The Tenant can seek to resolve this by filing her own application with the Board.

5. The Tenant's representative also submitted that the N4 should be deemed invalid because it fails to set out the amount of rent due pursuant to subsection 59 (2) of the Act. He stated that the N4 misrepresents the rent which the Tenant paid during June and July 2021.
6. At the hearing the Tenant's representative walked us through the ledger which represented the amount of rent charged, the amount of rent paid and the amount of rent due. While the Landlord may have allocated rent paid to previous arrears, the amount due on the N4 was in fact correct. Base of the information presented to me I find that the N4 served on the Tenant was valid.
7. The Tenant testified that she was impacted by the pandemic and as a result fell behind on her rent payments. She told the Board that she was receiving CERB for a period of time, however, she is now working and intends to pay the outstanding arrears.
8. In giving consideration to the Tenants circumstances, a delayed eviction would be appropriate. However, given the date this order is being issued, the Tenant has already had the benefit of additional time to seek financial assistance and/or alternative housing. Therefore, I find that a standard order is not unfair.
9. 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.

It is ordered that:

1. Unless the Tenant voids the order as set out below, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 21, 2023.
2. The Tenant shall pay to the Landlord \$7,546.31*, which represents the amount of rent owing and compensation up to January 10, 2023, less the rent deposit and interest the Landlord owes on the rent deposit.
3. The Tenant shall also pay to the Landlord \$45.64 per day for compensation for the use of the unit starting January 11, 2023 to the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing* on or before January 21, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 22, 2023 at 5.00% annually on the balance outstanding.

6. 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.
7. 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.
8. If, on or before January 21, 2023, the Tenant pays the amount of \$9,352.70** to the Landlord or to the Board in trust, this order for eviction will be void. This means that the tenancy would not be terminated, and the Tenant could remain in the unit. If this payment is not made in full and on time, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. The Tenant may make a motion to the Board under subsection 74(11) of the Act to set aside this order if they pay the amount required under that subsection on or after January 22, 2023 but before the Sheriff gives vacant possession to the Landlord. The Tenant is only entitled to make this motion once during the period of the tenancy agreement with the Landlord.

January 10, 2023

Date Issued

Natalie James

Member, Landlord and Tenant Board

Eastern-RO
255 Albert Street, 4th Floor
Ottawa ON K1P6A9

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.

* Refer to section A on the attached Summary of Calculations.

** Refer to section B on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: EAL-98572-21

2023 ONL TB 14206 (CanLII)

A. Amount the Tenant must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	June 1, 2021 to August 6, 2021	-\$359.73
Less the amount the Tenant paid to the Landlord		-\$14,490.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	August 7, 2021 to January 10, 2023	\$23,824.08
Less the rent deposit:		-\$1,427.66
Less the interest owing on the rent deposit:	May 1, 2021 to August 6, 2021	-\$0.38
Amount owing to the Landlord on the order date:(total of previous boxes)		\$7,546.31
Additional costs the Tenant must pay to the Landlord:		\$186.00
Plus daily compensation owing for each day of occupation starting January 11, 2023:		\$45.64 (per day)
Total the Tenant must pay the Landlord if the tenancy is terminated:		\$7,732.31, + \$45.64 per day starting January 11, 2023

B. Amount the Tenant must pay to void the eviction order and continue the tenancy:

Reasons for amount owing	Period	Amount
Arrears:	June 1, 2021 to January 31, 2023	\$23,656.70
Less the amount the Tenant paid to the Landlord		-\$14,490.00
Additional costs the Tenant must pay to the Landlord:		\$186.00
Total the Tenant must pay to continue the tenancy:	On or before January 21, 2023	\$9,352.70