



Order under Section 69/77 Residential Tenancies Act, 2006

Citation: MTR GROUP LTD v GLADUE, 2023 ONLTB 13920

Date: 2023-01-05

File Number: LTB-L-071158-22

In the matter of: 1873 BANCROFT DRIVE
SUDBURY ONTARIO P3A1S3

Between: MTR Group Ltd. Landlord

And

Thomas Gladue Tenant

MTR Group Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Thomas Gladue (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. This is the L1 Application.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant entered into an agreement to terminate the tenancy. This is the L3 Application.

This application was heard by videoconference on December 19, 2022.

The Landlord's Agent, Martin Roy, the Landlord's Legal Representative, Deborah Shewman, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Landlord served the Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2022 are \$25,740.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. The Landlord and Tenant entered into an agreement to terminate the tenancy as of October 31, 2022 and the Tenant did not move out of the rental unit by the termination date set out in the agreement.
10. The Landlord's Agent testified that he is seeking to terminate the tenancy. He testified that he has attempted on numerous occasions to work with the Tenant however the Tenant has only suggested that he will be moving out of the unit each time the Landlord's Agent contacted him to pay the rent and the arrears. He testified that he and the Tenant reached an agreement to terminate the tenancy on October 31, 2022 but the Tenant did not vacate the rental unit. He further testified he is willing to postpone the termination of the tenancy to January 15, 2023.
11. The Tenant testified he does not dispute the amount of arrears owed and is seeking more time to vacate the rental unit. He testified that he thought he would be able to vacate on October 31, 2022 but was unable to find alternative housing.
12. Based on the evidence before me and on a balance of probabilities, I am satisfied the Tenant has not paid the rent for the period of January 1, 2021 to December 31, 2022. I am further satisfied that the Landlord and the Tenant entered into an agreement to terminate the tenancy on October 31, 2022. As such, a non-voidable order terminating the tenancy will issue.
13. I have also 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 January 31, 2023 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on January 31, 2023. The Tenant must move out of the rental unit on or before January 31, 2023.
2. If the Tenant shall pay to the Landlord \$27,541.00. This amount includes rent arrears owing up to January 31, 2023 and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall also pay the Landlord compensation of \$52.60 per day for the use of the unit starting February 1, 2023 until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2023 at 5.00% annually on the balance outstanding.
5. The Tenant shall pay to the Landlord any sum of money that is owed as a result of this order.

6. If the unit is not vacated on or before January 31, 2023, then starting February 1, 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 February 1, 2023.

January 5, 2023
Date Issued

Susan Priest
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 1, 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**

Amount the Tenant must pay as the tenancy is terminated

Rent Owing to January 31, 2023	\$27,340.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Total amount owing to the Landlord	\$27,541.00
Plus daily compensation owing for each day of occupation starting February 1, 2023	\$52.60 (per day)