



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Weston Co-Ownership Apartments Inc. v Cadoqan, 2023 ONLTB 13482

**Date:** 2023-01-02

**File Number:** LTB-L-004531-22

**In the matter of:** 602, 2255 WESTON RD  
Toronto ON M9N1Y5

**Between:** Anderson Aylwin Begg & Co and Weston Co-Ownership Apartments Inc. Landlord

**And**

Mandisa Cadoqan Tenant

Anderson Aylwin Begg & Co and Weston Co-Ownership Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mandisa Cadoqan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 2, 2022.

The Landlord's Legal Representative, Matt Anderson, and the Tenant attended 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 \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$850.00 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2022, are \$8,778.00.
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 \$1,200.00 from the Tenant 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 Tenant does not dispute the arrears of rent claimed by the Landlord. The Tenant testified that she is a stay-at-home mom who receives Ontario Work benefits. The Tenant further testified that she has a 10-month-old baby and a 10-year-old daughter and that she cannot afford another apartment.
10. The Landlord submitted that the tenancy started in September 2021 and there has been 7 and half months of unpaid rent. The Landlord further testified that the last rent payment it received was in February 2022.
11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Based on the evidence provided by both parties, I find that the Tenant failed to pay her rent in full. The tenant acknowledges owing the arrears of rent claimed by the Landlord. Sufficient time has passed since the hearing to provide the Tenant with a reasonable opportunity to seek additional help and manage arrangements to fulfill her rent payment obligation to the Landlord. I am mindful of the Tenant's circumstances and financial difficulties that she may be experiencing, however I must also consider the rights and interests of the Landlord. The Tenant has not provided any concrete information to explain how she plans to pay her rent on time moving forward while clearing the outstanding rent arrears. I am of the view that the Tenant is not able to afford this rental unit without additional financial support.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$14,964.00 if the payment is made on or before January 13, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenant 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 13, 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 Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before January 13, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,642.90. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting August 3, 2022, until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before January 13, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 14, 2023, at 4.00% annually on the balance outstanding.
8. The Landlord or the Tenant 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 13, 2023, then starting January 14, 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 14, 2023.

2023 ONLTB 13482 (CanLII)

**January 3, 2023**  
**Date Issued**

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Poeme Manigat  
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 14, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 13, 2023**

Rent Owing To January 31, 2023	\$15,628.00
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	- \$850.00
<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	- \$
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$14,964.00</b>

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

Rent Owing To Hearing Date	\$8,506.90
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	- \$850.00
<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	- \$1,200.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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	- \$
<b>Total amount owing to the Landlord</b>	<b>\$6,642.90</b>
Plus daily compensation owing for each day of occupation starting August 3, 2022	\$39.45 (per day)

