



Order under Section 69 Residential Tenancies Act, 2006

Citation: Deep Quong Community Fund v Gosch, 2022 ONLTB 14388

Date: 2022-12-19

File Number: LTB-L-013391-22

In the matter of: 416, 2 MURRAY ST
TORONTO ON M5T 1T7

Between: Deep Quong Community Fund Landlord

And

Chris Gosch Tenant

Deep Quong Community Fund (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Gosch (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 13, 2022 at 2:20 p.m.

The Landlord's agents Tina Le, Kim Hinton and the Tenant Chris Gosch attended the hearing.

Noel Dimabuyo was an observer for the hearing.

Preliminary Issue:

1. As a preliminary matter, the Tenant requested an adjournment of the proceedings citing a lack of time to seek counsel. Taking in submissions from both parties at this hearing, I determined the adjournment was not to be granted. My reasons for denying this adjournment are as follows.
2. The Landlord's agent objected to the adjournment due to the prejudice an adjournment would cause the Landlord as the arrears amount was sizable. The Landlord argued the Tenant had more than enough time to secure representation and prepare for a hearing which was straight forward in nature as the Application and Certificate of Service was dated March 7, 2022.
3. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') states that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.
4. The Tenant received notice of the hearing on August 18, 2022. I find that this is adequate notice of the issues before the Board, which is limited to rent arrears, and the Tenant had a reasonable opportunity to obtain legal representation before the hearing. Both sides were present at the hearing. I am therefore satisfied that it would not be unfair to proceed with 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 \$779.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.61. This amount is calculated as follows: \$779.00 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 September 30, 2022 are \$7,156.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction

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 not be unfair to postpone the eviction until February 28, 2023 pursuant to subsection 83(1)(b) of the Act.
10. The Tenant testified that they are eligible for Ontario Works. Further, the Tenant explained that Ontario Works was supposed to pay a portion of the rent as part of a Rent-Geared-to-Income (RGI) arrangement directly to the Landlord; however, the Tenant failed to submit the paperwork on time in June 2021 and has since accumulated arrears. The Tenant continued to explain that they needed additional time to coordinate with Ontario Works.
11. The Tenant requested approximately 60 days to get their affairs in order with Ontario Works regarding rent subsidy. Should they be evicted, the Tenant would need this 60 day period to search for a new unit as it will be difficult to find an affordable market unit.
12. The Landlord's agent testified the Tenant has lost the subsidy payments and this is the cause of the arrears. The agent testified they were skeptical that additional time would be worthwhile for the Tenant as the agent explained they have reached out to the Tenant multiple times, each time the Tenant has ignored requests to negotiate a repayment of arrears, and in addition, the Landlord's agent has reached out to the Tenant's social worker who was also not receptive to negotiations around repayment of rent.
13. I accept that the Tenant experienced some financial challenges related to their receipt of social assistance and rent subsidy payments and do not think it is unreasonable to provide the Tenant with a period of time to re-establish the subsidy arrangement. Therefore, I find some delay of eviction would not be unfair. A delay may give the Tenant the opportunity to repay the rent arrears owing or find stable suitable alternative housing

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:**
 - \$9,679.00 if the payment is made on or before December 30, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,458.00 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,237.00 if the payment is made on or before February 28, 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 February 28, 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 February 28, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,895.93. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$25.61 per day for the use of the unit starting September 14, 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 February 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2023 at 5.00% 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 February 28, 2023, then starting March 1, 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 March 1, 2023.

December 19, 2022

Date Issued

Greg Witt

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 June 30, 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 December 30, 2022

Rent Owing To December 31, 2022	\$9,493.00
Application Filing Fee	\$186.00
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 the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$9,679.00

B. 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	\$10,272.00
Application Filing Fee	\$186.00
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 the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$10,458.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2023

Rent Owing To February 28, 2023	\$11,051.00
Application Filing Fee	\$186.00
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 the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Total the Tenant must pay to continue the tenancy	\$11,237.00

D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$6,709.93
Application Filing Fee	\$186.00
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
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$6,895.93
Plus daily compensation owing for each day of occupation starting September 14, 2022	\$25.61 (per day)