



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

**Citation:** Medallion Corporation V Pickering, 2022 ONLTB 14088

**Date:** 2022-12-14

**File Number:** LTB-L-052986-22

**In the matter of:** 409, 420 Harwood Avenue South  
Ajax ON L1S0G6

**Between:** Medallion Corporation Landlord

**And**

Chantal Phelicia Pickering Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Chantal Phelicia Pickering (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 24, 2022.

Only the Landlord's Representative, Samuel Korman attended the hearing.

As of 2:01 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **Preliminary Matter:**

At the hearing the Landlord's Representative told the Board that the Landlord and the Tenant had reached an agreement on consent, however, at the last minute the Tenant was not able to attend the hearing due to a medical emergency with her son. Given that a consent requires both parties to be present at the hearing a consent order can not be issued. However, based on the information provided by the Landlord's Representative the following order provides the Tenant with the same delay of February 28, 2023 without prejudice to either party.

In addition, the Landlord's Representative requested that the application be amended to correct the spelling of the Tenants name to Chantal Phelicia Pickering, as her name was incorrect on the application.

Pursuant to subsection 200(1) of the *Residential Tenancies Act*, 2006, S.O. 2006, c17, (Act) I consented to the amendment of the application.

### **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 \$1,816.54. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$59.72. This amount is calculated as follows:  $\$1,816.54 \times 12$ , divided by 365 days.
5. The Tenant has paid \$6,115.85 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$9,648.39.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,795.00 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. Interest on the rent deposit, in the amount of \$31.99 is owing to the Tenant for the period from May 1, 2021 to October 24, 2022.
10. The Landlord's Representative told the Board that the terms which the parties had agreed to was that the Tenant agreed to pay the arrears, plus the rent for November 2022, December 2022, January 2023 and February 2023 by February 28, 2022.
11. Given that the Tenant was not present at the hearing to consent to the order, I find that a voidable order with an extended termination date of February 28, 2023 to be fair in the circumstances.
12. 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.

**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:**
  - \$13,482.47 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$15,299.01 if the payment is made on or before January 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$17,115.55 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 \$7,639.14. 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 \$59.01 per day for the use of the unit starting October 25, 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 4.00% annually on the balance outstanding.
  8. 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.
  9. 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 14, 2022**

**Date Issued**

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Natalie James

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 September 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**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 31, 2022**

Rent Owing To December 31, 2022	\$19,397.32
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,115.85
<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>\$13,482.47</b>

**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	\$21,213.86
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,115.85
<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>\$15,299.01</b>

**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	\$23,030.40
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,115.85
<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>\$17,115.55</b>
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**D. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$15,380.98
Application Filing Fee	\$201.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$6,115.85
<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	- \$1,795.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$31.99
<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>\$7,639.14</b>
Plus daily compensation owing for each day of occupation starting October 25, 2022	\$59.01 (per day)