



Order under Section 69 Residential Tenancies Act, 2006

Citation: Scodellaro v Campanaro, 2022 ONLTB 13892

Date: 2022-12-09

File Number: LTB-L-016300-22

In the matter of: 301, 4 ST VINCENT ST
BARRIE ON L4M3Y2

Between: Roy Scodellaro Landlord

And

Kyle Jensen, Natalie Campanaro Tenants

Roy Scodellaro (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle Jensen and Natalie Campanaro (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on September 28, 2022. The Landlord, Landlord's legal representative N. Korenburg and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$18,000.00.
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. The Tenants seek a re-payment plan for the arrears at \$800.00 - \$1000.00 per month in addition to their monthly rent for just under 2 years. Both Tenants testified to the circumstances they assert led to the arrears of rent. The Tenants have an 11-year child with

special needs and now 10-month-old twins. Mr. Jensen testified that he was out of work due to Covid, but received Employment Insurance and later, CERB. Mr. Jensen testified that he started a full-time, 5-year mechanic apprenticeship one week prior to the hearing. His income is \$17.00 per hour. He was not expecting a paycheque until mid to later October. Ms. Campanaro declared no income. The Tenants testified that they receive \$2,000.00 in child tax benefits monthly, but that these funds barely cover the needs of their children. The Tenants assert that due to job loss and covid, there were insufficient funds to cover their expenses during the period in which arrears started to accrue. The Tenants testified that should the tenancy be terminated, they would require 60 days to make alternate living arrangements.

10. The Landlord's evidence is that he owns a multiplex of 6 units and relies on the rent to cover operating expenses of maintaining the property, municipal taxes, etc. The Landlord has attempted to work with the Tenants, however, there have been no efforts to pay rent for nearly one year.
11. Based on the evidence before me, I find that the Tenants do not have sufficient funds to maintain the tenancy or repay the arrears in a reasonable time. Mr. Jensen is the only income earner and his current income merely replaces that which was previously received in EI or CERB. I note that arrears started to accrue many months prior to the birth of the Tenants' twin babies. The Tenants have made no payments to the Landlord since the filing of the application, although there has been a stream of income by either EI or CERB. While there was an increase in child tax benefits recently, this was due to the addition of two children to the family and the related exorbitant expenses. Therefore, I find that there is little if any additional income than when the arrears began to accrue. The household expenses declared and the monthly rent exceed Mr. Jensen's income, thus there is no room for a repayment plan. Therefore, I find that this tenancy is not viable.
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 January 3, 2023 pursuant to subsection 83(1)(b) of the Act. This family has a special needs child and infant twins. The logistics of moving a family this size and the special circumstances is not lost to me. Therefore, I find it is reasonable to extend the eviction briefly to allow for a smooth transition, particularly for the special needs child.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$22,086.00 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$23,386.00 if the payment is made on or before January 3, 2023. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 3, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 3, 2023**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$18,082.72. 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 Tenants shall also pay the Landlord compensation of \$42.74 per day for the use of the unit starting September 29, 2022 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before December 20, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 21, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 3, 2023, then starting January 4, 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 January 4, 2023.

December 9, 2022
Date Issued

Donna Adams
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 4, 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 Tenants 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	\$21,900.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$22,086.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 3, 2023

Rent Owing To January 31, 2023	\$23,200.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$23,386.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$17,896.72
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$18,082.72
Plus daily compensation owing for each day of occupation starting September 29, 2022	\$42.74 (per day)