



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Depatie v Lefevre, 2022 ONLTB 13864

**Date:** 2022-12-09

**File Number:** LTB-L-017080-22

**In the matter of:** 12, 860 PRETE ST  
SUDBURY ON P3E3Y1

**Between:** David Depatie Landlord

**And**

Don Lefevre, Ron Lefevre Tenant

David Depatie (the 'Landlord') applied for an order to terminate the tenancy and evict Don Lefevre, Ron Lefevre (the 'Tenants') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 29, 2022.

The Landlord's representative Angie Gravelle and the Tenant Don Lefevre 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 \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 x 12, divided by 365 days.
5. The rent arrears owing to September 30, 2022 are \$6750.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,500.00 from the Tenants 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.
8. The Landlord's representative testified that the Landlord had attempted to contact the Tenants on several occasions in order to arrange repayment of the rent arrears but the Tenants would not respond.

9. At the hearing the Tenant Don Lefevre testified that his brother, Tenant Ron Lefevre could not attend and has not paid rent because he is ill. However, there was no evidence submitted to the Board regarding the medical condition of Ron Lefevre or his financial circumstances.
10. Tenant Don Lefevre indicated that his income was \$690.00 monthly and that he did not pay the rent because he had to fix his vehicle. His needed his vehicle so that he could return to work as a construction worker. The Tenant could not offer when the return to work would take place or a viable plan to repay the Landlord. I did not find that the Tenant's choice to repair the car was a reasonable explanation for not paying the rent owed.
11. The application was filed in March 2022 and the Landlord's agent submitted that Tenant could not afford the rental unit and that the rent arrears have continued to grow since the application was filed.
12. To continue the tenancy would result in prejudice to the Landlord if the Tenant should be allowed to continue to live in the rental unit without paying rent. The Landlord is a small Landlord and depends on the rental income to help maintain the unit.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and for the reasons I have indicated above, find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
  - **\$12,936.00** if the payment is made on or before January 4, 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 4, 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 4, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$5418.54**. 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 \$49.32 per day for the use of the unit starting 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 4, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 5, 2023 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 4, 2023, then starting January 5, 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 5, 2023.

**December 23, 2022**

**Date Issued**

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Maria Shaw

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 21, 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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 20, 2022**

Rent Owing To January 4, 2023	\$12,750.00
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	- \$0.00
<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>\$12,936.00</b>

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

Rent Owing To Hearing Date	\$6750.00
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	- \$0.00
<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	- \$1,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$17.46
<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>\$5418.54</b>
Plus daily compensation owing for each day of occupation starting October 1, 2022	\$49.32 (per day)

