



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Simo v Simpson, 2022 ONLTB 13832

**Date:** 2022-12-08

**File Number:** LTB-L-014639-22

**In the matter of:** 66 Graystone Cres  
Welland ON L3C6G7

**Between:** James Charles Simo Landlord

**And**

Karen Simpson Tenant

James Charles Simo (the 'Landlord') applied for an order to terminate the tenancy and evict Karen Simpson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 26, 2022. The Landlord 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 \$1,167.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.37. This amount is calculated as follows: \$1,167.00 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 October 14, 2022 are \$11,657.00.
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 \$1,090.00 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 \$91.14 is owing to the Tenant for the period from November 8, 2016 to September 26, 2022.

## Relief from eviction

10. The Tenant testified that she lost her job in November 2021 due to Covid related closures. She has been receiving OW support in the interim in the amount of \$800.00 per month. There have been no payments made to the Landlord since the filing of the application and there are utilities outstanding at the unit as well. The Tenant advised that an illness of one of her family members has had an impact on her ability to find work and pay rent. Based on the evidence before me, I find that the Tenant's income is not sufficient to sustain the Tenancy, nor pay back the arrears. Therefore, I find that the tenancy is not viable. The Tenant testified that if she were to be evicted, she would require 60-90 days to make alternate arrangements.
11. The Landlord testified that he relies on the rent income to carry the bills related to the unit (taxes, maintenance, etc.) and he also relies on the income in part to sustain his personal living expenses as he is retired. The arrears have caused the Landlord financial distress as he does not have the means to cover operating expenses without the rent.
12. 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. With that said, the delay of issuing this standard order and the impending holiday season will afford the Tenant additional time to make alternate arrangements.

**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:**
  - \$14,177.00 if the payment is made on or before December 14, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$15,344.00 if the payment is made on or before December 19, 2022. 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 December 19, 2022 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 December 19, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,955.30. 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 \$38.37 per day for the use of the unit starting September 27, 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 December 19, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 20, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 19, 2022, then starting December 20, 2022, 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 December 20, 2022.

2022 ONLTB 13832 (CanLII)

**December 8, 2022**

**Date Issued**

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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 June 20, 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 14, 2022**

Rent Owing To December 14, 2022	\$13,991.00
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$14,177.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 19, 2022**

Rent Owing To January 14, 2023	\$15,158.00
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$15,344.00</b>

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

Rent Owing To Hearing Date	\$10,950.43
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,090.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$91.14
<b>Total amount owing to the Landlord</b>	<b>\$9,955.30</b>
Plus daily compensation owing for each day of occupation starting September 27, 2022	\$38.37 (per day)