



Order under Section 69 Residential Tenancies Act, 2006

Citation: Renaissance Property Management v Stock, 2022 ONLTB 13802

Date: 2022-12-07

File Number: LTB-L-016826-22

In the matter of: 5, 100 DUNLOP ST E
BARRIE ON L4M1A4

Between: Renaissance Property Management Landlord

And

Chantelle Stock Tenant

Renaissance Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Chantelle Stock (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord and the Landlord's representative Cassandra Weatherston 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 \$1,214.40. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.93. This amount is calculated as follows: \$1,214.40 x 12, divided by 365 days.
5. The rent arrears owing to September 30, 2022 are \$4329.00.
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 \$1,214.40 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.

Preliminary issues

2022 ONLTB 13802 (CanLII)

The Tenant requested an adjournment in order to seek work or arrange for supports to assist her in paying her rent. The adjournment request was denied because while these considerations may be grounds for relief from or delaying eviction, they cannot be grounds for an adjournment as setting aside the application to be heard on a different day entirely would be prejudicial to the Landlord. As such, the application proceeded to a hearing.

8. The Tenant resides in the rental unit with her boyfriend. At the hearing she raised maintenance issues but did not provide any evidence to the Board or to the Landlord in advance of the hearing. The Landlord's representative testified that the Landlord was not informed of any maintenance issues by the Tenant.
9. The Landlord's representative testified that the Landlord attended the rental unit on many occasions attempting to make a payment arrangement with the Tenant. The Tenant disputed this and claimed that the Landlord never contacted her to try and arrange a repayment plan.
10. The Landlord's representative testified that the Tenant has paid only \$600 each month since February 2022, and this is less than half of the rent each month. The Tenant testified that she lost her housing subsidy due to her being on the program for three years.
11. The Tenant testified that she worked for a temporary employment agency but the agency had not paid her for any of the work she performed.
12. The Tenant testified that she did not receive an N4 notice or hearing paperwork from the Landlord's representative. The Landlord's representative filed a certificate of service with the Board for the service of the documents which indicated that she served the Tenant using the services of a courier.
13. The Tenant was served the N4 notice in February 2022 and has not put in place the rent supports that she needs to maintain the rental unit. The Tenant advised the Board that she needed to receive an order from the Board for the arrears in order to get assistance.
14. The Tenant did make any extra payments to the Landlord towards the arrears and did not have a viable plan to repay the Landlord for the rent arrears. The Tenant acknowledged that she could not afford the monthly rent of 1214.14.
15. The Tenant asked that eviction be delayed for 60 days in order to arrange assistance to pay her rent.
16. 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 25, 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:**
 - **\$9372.60** if the payment is made on or before January 25, 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 25, 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 25, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$3237.44**. 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 \$39.93 per day for the use of the unit starting September 30, 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 January 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 26, 2022 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 25, 2023 then starting January 26, 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 26, 2023.

January 4, 2023

Date Issued

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 19, 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 18, 2022

Rent Owing To December January 15, 2022	\$9186.60
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	- \$
Total the Tenant must pay to continue the tenancy	\$9372.60

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

Rent Owing To Hearing Date	\$4329.00
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 of the last month's rent deposit	- \$1,214.40
Less the amount of the interest on the last month's rent deposit	- \$63.16
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	- \$
Total amount owing to the Landlord	\$3237.44
Plus, daily compensation owing for each day of occupation starting September 30, 2022	\$39.93 (per day)

