



Order under Section 69 Residential Tenancies Act, 2006

Citation: Spadina Towers Inc. v Mondor, 2022 ONLTB 13722

Date: 2022-12-06

File Number: LTB-L-013264-22

In the matter of: 2108, 666 Spadina Ave
Toronto ON M5S2H8

Between: Spadina Towers Inc. Landlord

And

Melissa Mondor, Monica Ricard Tenants

Spadina Towers Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Mondor and Monica Ricard (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on September 14, 2022. The Landlord's legal representative M. Ciobotaru and the Tenant Melissa Mondor attended the hearing. Ms. Mondor testified that the other Tenant Monica Ricard is her mother, who was aware of the hearing but was unable to attend. Ms. Mondor attested that she had authorization to act on Ms. Ricard's behalf.

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 \$1,923.93. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$63.25. This amount is calculated as follows: \$1,923.93 x 12, divided by 365 days.
5. The Tenants have paid \$4,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$10,231.77.
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 \$1,901.12 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.
9. Interest on the rent deposit, in the amount of \$23.63 is owing to the Tenants for the period from September 2, 2020 to September 14, 2022.

Relief from eviction

10. The Tenants seek to preserve the tenancy with a payment plan. The Tenant M. Mondor testified that she was ill in August 2022 and fell upon hard times resulting in the arrears situation. The Tenant asserted that she now has ample means to pay the arrears and rent moving forward with a 2-year plan, however she declined to provide details of her current income and was evasive about the circumstances which led to the arrears.
11. The Landlord seeks a standard order. The Landlord's representative argued that the arrears began long before the Tenant asserted she was ill. The last payment to the Landlord was made in May 2022 and there has been no communication to the Landlord by the Tenants or any further effort to resolve the matter, despite the Landlord's requests for a resolution.
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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I find that the Tenant's evidence was inconsistent and thus, lacked credibility. The Tenant was not forthcoming with information to satisfy me that there were circumstances which led to the arrears, and there was nothing to satisfy me that the Tenants have the means to repay the arrears and sustain the tenancy. Therefore, I find that a standard order is appropriate in this circumstance.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$16,189.56 if the payment is made on or before December 17, 2022. 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 December 17, 2022 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before December 17, 2022**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$7,454.59. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$62.50 per day for the use of the unit starting September 15, 2022 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before December 17, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 18, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 17, 2022, then starting December 18, 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 18, 2022.

December 6, 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 June 18, 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 17, 2022

Rent Owing To December 31, 2022	\$20,003.56
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,000.00
Total the Tenants must pay to continue the tenancy	\$16,189.56

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

Rent Owing To Hearing Date	\$13,193.34
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,000.00
Less the amount of the last month's rent deposit	- \$1,901.12
Less the amount of the interest on the last month's rent deposit	- \$23.63
Total amount owing to the Landlord	\$7,454.59
Plus daily compensation owing for each day of occupation starting September 15, 2022	\$62.50 (per day)