



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Renfrew County Housing Corporation v Mcinnes, 2022 ONLTB 13626

**Date:** 2022-12-01

**File Number:** LTB-L-012809-22

**In the matter of:** 211 ALLAN DR  
ARNPRIOR ON K7S2S8

**Between:** Renfrew County Housing Corporation Landlord

**And**

Angela Mcinnes Tenant

Renfrew County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Angela Mcinnes (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 12, 2022. The Landlord's agent, A.Blackburn 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 \$1,111.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.53. This amount is calculated as follows: \$1,111.00 x 12, divided by 365 days.
5. The Tenant has paid \$774.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$8,838.00.
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. 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.
10. During the hearing, I canvassed the Tenant with respect to the amount of arrears outstanding and her finances. The Tenant testified that she receives a total of approximately \$2,236.00, as income per month. After considering the Tenant's rent obligations and other expenses she was left with approximately \$212.47 to essentially live on per month without factoring in any arrears payment to the Landlord.
11. Even if I was to consider a payment plan and order a Tenant to pay what they would be able to afford, given the amount of arrears it would be over 44 months. It is for these reasons that I do not find that the tenancy is viable.
12. At the conclusion of the hearing the Tenant testified that she would need approximately 3 to 4 months to find alternative accommodations and the Landlord was willing to give the Tenant's until November 30, 2022. Given the amount of time since the hearing, the Tenants have effectively been given the time initially requested. Therefore, no additional time shall be given.

**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:**
  - \$12,357.00 if the payment is made on or before December 12, 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 12, 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 12, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,351.36. 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 Tenant shall also pay the Landlord compensation of \$36.53 per day for the use of the unit starting September 13, 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 12, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 13, 2022 at 2.00% annually on the balance outstanding.

8. If the unit is not vacated on or before December 12, 2022, then starting December 13, 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 13, 2022.

**December 1, 2022**  
**Date Issued**

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Curtis Begg  
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 13, 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 12, 2022**

Rent Owing To December 31, 2022	\$12,945.00
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	- \$774.00
<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>\$12,357.00</b>

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

Rent Owing To Hearing Date	\$8,939.36
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	- \$774.00
<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	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord</b>	<b>\$8,351.36</b>
Plus daily compensation owing for each day of occupation starting September 13, 2022	\$36.53 (per day)