



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** The Effort Trust Company v Keeley, 2022 ONLTB 13120

**Date:** 2022-12-01

**File Number:** LTB-L-020339-22

**In the matter of:** A11, 112 MARGARET AVE  
KITCHENER ON N2H4H6

**Between:** The Effort Trust Company Landlord

**And**

Jordan Zelinski, Tenants  
Stephanie Keeley

The Effort Trust Company (the 'Landlord') applied for an order to terminate the tenancy and evict Jordan Zelinski, Stephanie Keeley (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on October 25, 2022.

The Landlord's Legal Representative A. Hamdani and the Tenant S.Keeley (SK) attended the hearing and was representing the other Tenant Jordan Zelinski (JZ) as well.

**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 \$1,212.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.85. This amount is calculated as follows: \$1,212.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,424.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$9,831.00.
7. The Landlord is entitled to \$80.00 to reimburse the Landlord for administration charges and \$0.00 for bank fees the Landlord incurred as a result of 4 cheque given by or on behalf of the Tenants which were returned NSF.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Section 83 considerations

10. The Tenant testified that they went into rent arrears as both partners were laid off towards the end of 2021. Though SK received CERB payments and her partner JZ was receiving Employment Insurance payments, it was not enough to make rent payments. She also added that she did get her job back but lost it again in September 2022 and was currently on Employment Insurance. JZ is currently working since July 2022.
11. I find that with the current income of the Tenants and their expenses as detailed in the hearing are enough to make rent payments, but they are unable to make extra payments towards their rent arrears. The Tenants made no efforts to pay rent to the Landlord when they started working again and with one partner currently working. They have prioritized other expenses over their 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 Tenants and 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$12,521.00 if the payment is made on or before December 12, 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 12, 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before December 12, 2022.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,881.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$39.85 per day for the use of the unit starting October 26, 2022 until the date the Tenants move out of the unit.

7. If the Tenants do not pay the Landlord the full amount owing on or before December 12, 2022, the Tenants will start to owe interest. This will be simple interest calculated from December 13, 2022 at 4.00% 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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Sheena Brar  
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.

**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 12, 2022**

Rent Owing To December 31, 2022	\$14,679.00
Application Filing Fee	\$186.00
NSF Charges	\$80.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$2,424.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$12,521.00</b>

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

Rent Owing To Hearing Date	\$12,039.25
Application Filing Fee	\$186.00
NSF Charges	\$80.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$2,424.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$0.00
<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 Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$9,881.25</b>
Plus daily compensation owing for each day of occupation starting October 26, 2022	\$39.85 (per day)

