



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Nepean Housing Corporation v Pollex, 2022 ONLTB 13505

**Date:** 2022-11-30

**File Number:** LTB-L-007935-22

**In the matter of:** 23 DRAFFIN CRT  
NEPEAN ON K2G5T9

**Between:** Nepean Housing Corporation Landlord

**And**

Krysta Pollex Tenant

Nepean Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Krysta Pollex (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 14, 2022. The Landlord's agent S. Shea 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 \$1,142.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.55. This amount is calculated as follows: \$1,142.00 x 12, divided by 365 days.
5. The Tenant has paid \$903.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$9,323.00.
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.
9. 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 15, 2023 pursuant to subsection 83(1)(b) of the Act. The Tenant is a single parent with 2 young children, ages 6 and approximately 15 months, the latter of whom has an illness. The Tenant cares for her infant child full time and is therefore unable to work. The Tenant's subsidy was revoked based on the latest annual review of her eligibility. The Tenant testified that she does not receive child support for either of her

children and that she receives \$483.00 from Ontario Works and \$1,200.00 for child tax benefit monthly. She has made no payments directly to the Landlord toward the arrears. OW has remitted monthly payments of \$129.00, which represents the Tenant's previous subsidized rent amount. I find that due to the revoked subsidy, the quantum of arrears, and the Tenant's limited income, this tenancy is not viable. The Tenant asserted that she would require 6 months to make alternative housing arrangements. I am of the opinion that receipt of this order will expedite the Tenant's ability to obtain urgent community support and assistance for alternative housing. The Tenant was strongly urged at the hearing to reach out for such services in her region without delay. The Sheriff is likely to be delayed after the holiday season, which will afford the Tenant additional time beyond that which has already been ordered.

**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:**
  - \$11,793.00 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$12,935.00 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$14,077.00 if the payment is made on or before January 15, 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 15, 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 15, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,892.70. 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 \$37.91 per day for the use of the unit starting September 15, 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 11, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 12, 2022 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before January 15, 2023, then starting January 16, 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 16, 2023.

**November 30, 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 July 16, 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 November 30, 2022**

Rent Owing To November 30, 2022	\$12,510.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$903.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$11,793.00</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 31, 2022**

Rent Owing To December 31, 2022	\$13,652.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$903.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,935.00</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 15, 2023**

Rent Owing To January 31, 2023	\$14,794.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$903.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$14,077.00</b>

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

Rent Owing To Hearing Date	\$9,609.70
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$903.00
<b>Total amount owing to the Landlord</b>	<b>\$8,892.70</b>
Plus daily compensation owing for each day of occupation starting September 15, 2022	\$37.91 (per day)

