



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hazelview Properties v Harrison, 2022 ONLTB 13250

Date: 2022-11-29

File Number: LTB-L-022624-22

In the matter of: 314, 2898 BAYCREST DR
OTTAWA ON K1V0H2

Between: Hazelview Properties Landlord

And

Charmaine Harrison Tenant

Hazelview Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Charmaine Harrison (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 8, 2022.

The Landlord, and the Landlord's legal representative, Allan Kouri, attended the hearing. 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 \$1,234.92. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.60. This amount is calculated as follows: $\$1,234.92 \times 12$, divided by 365 days.
5. The Tenant has paid \$5,373.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2022 are \$24,214.62.
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 \$1,213.75 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.

RELIEF FROM EVICTION CONSIDERATIONS

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. I have considered the Tenant's situation regarding her efforts to work with local rent banks to help pay the arrears and the fact she has no children or person with special needs living with her the Board needs to consider. I have considered the Tenant's claim she has a medical condition that affects her heart, however I note the Tenant did not provide any evidence to support her oral testimony at the hearing for my consideration. I have considered the fact the Tenant has made small payments, however the Tenant's income falls well short of being able to pay her rent or any repayment program. Given the quantum of the arrears, and the fact the Tenant cannot pay the full rent and the arrears continue to accrue I have weighed the Tenants circumstances against the prejudice to the Landlord on a long delay order for eviction that would only add to the amount the Tenant would owe. In considering all of the above I find that the tenancy is not viable for the Tenant to maintain, and it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
11. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:
 - \$24,400.62 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$25,635.54 if the payment is made on or before December 10, 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 10, 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 10, 2022

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$22,276.75. 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 \$39.90 per day for the use of the unit starting November 9, 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 10, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 11, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 10, 2022, then starting December 11, 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 11, 2022.

November 29, 2022

Date Issued

Greg Brocanier

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 11, 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 November 30, 2022

Rent Owing To November 30, 2022	\$29,587.62
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,373.00
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	\$24,400.62

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 10, 2022

Rent Owing To December 31, 2022	\$30,822.54
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,373.00
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	- \$0.00
Total the Tenant must pay to continue the tenancy	\$25,635.54

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

Rent Owing To Hearing Date	\$28,677.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,373.00
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	- \$1,213.75
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$22,276.75
Plus daily compensation owing for each day of occupation starting November 9, 2022	\$39.90 (per day)