



Order under Section 69 Residential Tenancies Act, 2006

Citation: Glen Everest Limited Partnership v Ward, 2022 ONLTB 13341

Date: 2022-11-28

File Number: LTB-L-004951-22

In the matter of: 5, 58 Glen Everest Road
Scarborough ON M1N1J3

Between: Glen Everest Limited Partnership Landlord

And

Naomi Ward,
Ronald Edward James Tenant

Glen Everest Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Naomi Ward, Ronald Edward James ('RJ') (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 3, 2022. The Landlord's legal representative, S. Sciulli and the second named 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 \$1,050.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.52. This amount is calculated as follows: \$1,050.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agreed that the rent arrears owing to August 31, 2022 are \$11,250.00.
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. RJ testified that living with him in the rental unit was the other Tenant and his 19-year-old daughter. He submitted that he lost his part-time job sometime before the hearing. Both Tenants receive ODSP, and RJ was back working part-time as of the date of the hearing. During the hearing, RJ testified that some of the arrears accrued due to poor financial decisions. He testified that he had been frivolous with his money.
11. RJ stated that the Tenants would like to stay in the unit and proposed a payment plan of \$450.00 in addition to the monthly rent, it was approximately 25 months. The Landlord opposed the plan.
12. This application was filed January 27, 2022, as of the date of the hearing, the Tenants had not made a single rent payment since the application was filed. After hearing RJ's testimony, it is clear that the cause for the arrears stem from poor financial planning and/or budgeting.
13. Although RJ may have lost his part-time job during the course of the proceeding, both Tenants continued to receive income via ODSP, but did not make a single payment to the Landlord and are now seeking approximately 25 months to pay back the rent that they owe, this is prejudicial to the Landlord.
14. Given the quantum arrears and the length in time it would take the Tenants to pay back the arrears, I do not find that the tenancy is viable. Although the Tenants did not have the benefit of knowing the outcome of my decision, they have been given ample time from the hearing to either find other accommodations or pay the rent that they owe. They will also receive some additional time due to the inevitable delay with the enforcement of this order. No additional time will 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:**
 - \$14,586.00 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,636.00 if the payment is made on or before December 9, 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 9, 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 9, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,489.56. 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 \$34.52 per day for the use of the unit starting August 4, 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 9, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 10, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 9, 2022, then starting December 10, 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 10, 2022.

November 28, 2022
Date Issued

 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 10, 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	\$14,400.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$14,586.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 9, 2022

Rent Owing To December 31, 2022	\$15,450.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	\$15,636.00

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

Rent Owing To Hearing Date	\$10,303.56
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$
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	\$10,489.56
Plus daily compensation owing for each day of occupation starting August 4, 2022	\$34.52 (per day)