



Order under Section 69 and 89

Residential Tenancies Act, 2006

Citation: MCCULLOUGH v GARRISON, 2022 ONLTB 9683
File Number: LTB-L-033366-22

In the matter of: A, 24 NORTH MURRAY STREET
TRENTON ONTARIO K8V2C9

Between: SANDRA WALL, Landlords
TANNER ALFORD

And

MIKE GARRISON Tenant

Sandra Wall, Tanner Alford (the 'Landlords') applied for an order to terminate the tenancy and evict MIKE GARRISON (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on October 19, 2022.

The Landlord Tanner Alford, Landlord's Legal Representative L. McCullough and the Tenant attended the hearing.

Determinations:

L1 Application – Non-Payment of Rent

1. The Landlords 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 \$1,950.00. It is due on the 1 day of each Monthly.
4. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: \$1,950.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,600.00 to the Landlords since the application was filed.
9. The rent arrears owing to October 31, 2022 are \$23,000.00.
11. The Landlords incurred costs of \$201.00 for filing the application and are entitled to reimbursement of those costs.
14. The Landlords collected a rent deposit of \$1,950.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
15. Interest on the rent deposit, in the amount of \$26.54 is owing to the Tenant for the period from September 1, 2020 to October 19, 2022.

L2 Application – Persistent Late Payment of Rent

16. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has either been paid late or not paid at all. The Tenant did not contest any of the claims made by the Landlord.
17. The Tenant also consented to vacate the rental unit on or before November 6, 2022. Since both parties agreed, I agreed to terminate the tenancy on or before November 6, 2022. Even though the order is coming out after the date agreed upon, the tenancy is terminated as per the consent of the parties.
18. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before November 6, 2022.
2. The Tenant shall pay the Landlords any rent arrears owing up to the date of the hearing less the amount of the rent deposit and interest the Landlord owes on the rent deposit from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlords \$22,492.55. See Schedule 1 for the calculation of the amount owing.

4. The Tenant shall also pay the Landlords daily rent/compensation of \$64.11 per day for the use of the unit starting October 20, 2022 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlords the full amount owing on or before November 6, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 7, 2022 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 6, 2022, then starting November 7, 2022, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after November 7, 2022.

November 17, 2022

Date Issued

Sheena Brar

Member, Landlord and Tenant Board

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 of the Tenant expires on May 7, 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 as the tenancy is terminated

Rent Owing To October 19, 2022	\$ 22,268.09
Application Filing Fee	\$ 201.00
NSF Charges	\$ 0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$ 0.00
Less the amount the Tenant paid into the Board since the application was filed	- \$ 0.00
Less the amount of the last month's rent deposit	- \$ 1,950.00
Less the amount of the interest on the last month's rent deposit	- \$ 26.54
Less the amount the Landlords owe the Tenant for an {abatement/rebate}	- \$ 0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlords	\$ 22,492.55
Plus daily compensation owing for each day of occupation starting October 20, 2022:	\$ 64.11 (per day)

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