



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

**Citation:** Hazelview Property Services Inc v Taylor, 2022 ONLTB 12354

**Date:** 2022-11-16

**File Number:** LTB-L-019957-22

**In the matter of:** 1706-300 Regina Street North  
Waterloo, ON N2J 3B8

**Between:** Hazelview Property Services Inc Landlord

**And**

Mike Taylor Tenant

Hazelview Property Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Mike Taylor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representative Sean Beard and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to 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 \$1,431.98. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.08. This amount is calculated as follows: \$1,431.98 x 12, divided by 365 days.
5. The Tenant has paid \$3,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$10,779.08.
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 \$1,415.00 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.
9. Interest on the rent deposit, in the amount of \$28.66 is owing to the Tenant for the period from February 17, 2021 to October 25, 2022.

10. The Tenant testified that he had a roommate who was required to pay the rent and that this is the first time he had heard that payments had been missed.
11. The Tenant also testified that he had been making rent payments to Timbercreek Asset Management and that he was not sure if the Landlord was receiving the payments. The Landlord's Legal Representative submitted that the Landlord would have received any payments made to Timbercreek Asset Management.
12. The Tenant testified that he has struggled financially due to the COVID-19 pandemic but that he now has a new job and proposes paying \$800.00 to \$900.00 bi-weekly towards the rent and arrears, which would total either an additional \$368.02 or 168.02 a month towards the arrears, depending on how much the Tenant could pay. This payment plan would take approximately 2 and ½ years to repay the arrears, should the Tenant be able to pay the maximum proposed amount of \$1,800.00 per month.
13. Having reviewed the evidence of both parties, I do not find that the Tenant's proposed payment plan is reasonable. It's also clear that the Tenant knew or ought to have known that his roommate was not paying the rent as the payment history has been sporadic since the service of the notice of termination.
14. That said, considering the Tenant's issues and his request that he be given 60 days to vacate the unit, the Tenant will be given until the end of December to either void the order or find a new unit.
15. 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 December 31, 2022 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

16. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
17. **The Tenant may void this order and continue the tenancy by paying to the Landlord:**
  1. \$12,397.06 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  2. \$13,829.04 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.
18. 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 31, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
19. **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 31, 2022.**

20. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,266.44. 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.
21. The Tenant shall also pay the Landlord compensation of \$47.08 per day for the use of the unit starting October 26, 2022 until the date the Tenant moves out of the unit.
22. If the Tenant does not pay the Landlord the full amount owing on or before November 27, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 28, 2022 at 4.00% annually on the balance outstanding.
23. If the unit is not vacated on or before December 31, 2022, then starting January 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
24. 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 1, 2023.

**November 16, 2022**  
**Date Issued**

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Jagger Benham  
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 1, 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	\$15,411.06
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,200.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,397.06</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	\$16,843.04
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,200.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$13,829.04</b>

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

Rent Owing To Hearing Date	\$13,724.10
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,200.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,415.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$28.66
<b>Total amount owing to the Landlord</b>	<b>\$9,266.44</b>
Plus daily compensation owing for each day of occupation starting October 26, 2022	\$47.08 (per day)

