



Order under Section 69 Residential Tenancies Act, 2006

Citation: Stone v Gautreau, 2022 ONLTB 11851

Date: 2022-11-16

File Number: LTB-L-020645-22

In the matter of: 205, 144 FORREST AVE E
NEW HAMBURG ON N3A1X4

Between: Linda Stone Landlord

And

Ciera Gautreau Tenant

Linda Stone (the 'Landlord') applied for an order to terminate the tenancy and evict Ciera Gautreau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 26, 2022.

Only the Landlord's Agent Linda Stone attended the hearing.

As of 10:20a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Amendment of the Application

1. The Landlord seeks to amend the Tenant's name on their application from Vorts Gautreau to Ceira Gautreau. Ms. Stone indicated that a clerical error resulted in the Tenant's name being written incorrectly on the application. The N4 Notice of Termination has the Tenant's name correctly. The Notice of Hearing that was sent to the Tenant has the Tenant's correct last name, but incorrect first name. However, Ms. Stone indicated that she emailed the Tenant using her correct name and indicated the hearing place and time.
2. The Landlord's request to amend their application is granted. I am satisfied that the Tenant received an N4 Notice of Termination with their correct name on it. I am also satisfied that the Tenant was aware of the hearing because a notice of hearing was sent by the Board. While this notice did not have the correct first name, it listed the correct last name, and there are no other tenants at that rental address. Additionally, the Landlord remedied their error by emailing the Tenant the details about the notice of hearing.

The Application

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$149.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$4.90. This amount is calculated as follows: \$149.00 x 12, divided by 365 days.
7. The Tenant has paid \$1,639.00 to the Landlord since the application was filed.
8. The rent arrears owing to October 31, 2022 are \$10,633.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. 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. Additionally, the Tenant did not attend the hearing to provide any evidence that would be relevant to my analysis under section 83 of the Act.

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:**
 - \$10,968.00 if the payment is made on or before November 27, 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 November 27, 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 November 27, 2022.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,797.40. 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 \$4.90 per day for the use of the unit starting October 27, 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 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.
8. If the unit is not vacated on or before November 27, 2022, then starting November 28, 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 November 28, 2022.

November 16, 2022

Date Issued

Amanda Kovats

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 May 28, 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 27, 2022

Rent Owing To November 30, 2022	\$12,421.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,639.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$10,968.00

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

Rent Owing To Hearing Date	\$12,250.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,639.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total amount owing to the Landlord	\$10,797.40
Plus daily compensation owing for each day of occupation starting October 27, 2022	\$4.90 (per day)