



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Living v Deguire, 2022 ONLTB 12393

Date: 2022-11-15

File Number: LTB-L-016634-22

In the matter of: 810, 737 OUELLETTE AVE
WINDSOR ON N9A6T2

Between: Skyline Living Landlord

And

Lisa-Anne Deguire Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa-Anne Deguire (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 29, 2022.

The Landlord's Representative, H. Seeger and 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 \$1,121.43. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.87. This amount is calculated as follows: \$1,121.43 x 12, divided by 365 days.
5. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$10,532.88. The Tenant does not dispute this amount.
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 \$1,121.43 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

9. The Tenant testified that she has been off of work for 8 months. She testified that she applied for disability benefits. She testified that she has anxiety and that manifests as shutting down and isolating. She testified that she is back at work. She testified that her source of income while she was not working was OW. She lives in the unit alone.
10. The Tenant suggested a payment plan that would have the arrears paid off in approximately 21 months. She testified that she could pay her monthly rent as it comes due and \$500.00 towards the arrears on the 16th of the month.
11. The Landlord is seeking a standard order with an extended termination date to November 30, 2022.
12. Based on the evidence before me, I do not find that a payment plan is warranted in these circumstances. The Tenant is suggesting a payment plan that would take almost 2 years to pay off the arrears. This is quite lengthy given that this tenancy is less than a year old, and the arrears are substantial. The Tenant has made no payments to the Landlord since April 2022 despite receiving some income from Ontario works and being back to work as of the end of August.
13. 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 November 30, 2022 pursuant to subsection 83(1)(b) 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:**
 - \$12,961.74 if the payment is made on or before November 30, 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 30, 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 30, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,545.25. 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 \$36.87 per day for the use of the unit starting September 30, 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 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 30, 2022, then starting December 1, 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 1, 2022.

November 16, 2022
Date Issued

Emily Robb
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 30, 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	\$13,775.74
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
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	\$12,961.74

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

Rent Owing To Hearing Date	\$11,480.68
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,000.00
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	- \$1,121.43
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	\$9,545.25
Plus daily compensation owing for each day of occupation starting September 30, 2022	\$36.87 (per day)

