



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Crump v Awanian, 2022 ONLTB 11371

**Date:** 2022-11-09

**File Number:** LTB-L-019066-22

**In the matter of:** Main Floor Unit, 58 Mildred Ave  
St Catharines ON L2R6J3

**Between:** Bryan Crump, Joanna Crump

Landlords

**And**

Armine Vardanyan, Yeghia Awanian

Tenants

Bryan Crump, Joanna Crump (the 'Landlords') applied for an order to terminate the tenancy and evict Armine Vardanyan, Yeghia Awanian (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 24, 2022.

The Landlords and the Tenants attended the hearing.

### Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,568.60. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.57. This amount is calculated as follows: \$1,568.60 x 12, divided by 365 days.
5. The Tenants have paid \$1,700.00 to the Landlords since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$12,361.60.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,550.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$92.12 is owing to the Tenants for the period from March 13, 2018 to October 24, 2022.

10. The Landlords have made several attempts to work with the Tenants. This is the only rental property the Landlords own, and the ongoing arrears has caused them financial and emotional hardship. The Landlords have two young children
11. The Tenants lost their jobs during covid and decided to open a business. They spent their savings to get it started and although it was going well, they encountered some unforeseen setbacks that caused them to lose the business.
12. Over the last two months both Tenants have found employment and have good intentions of paying back the arrears of rent.
13. The Landlords were not willing to consent to a repayment plan as previous payment agreements the Tenants have made with the Landlord have not materialized.
14. 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 Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
  - \$14,116.20 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before November 30, 2022**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$10,574.56. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$51.57 per day for the use of the unit starting October 25, 2022 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before November 20, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 21, 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 Landlords 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 Landlords on or after December 1, 2022.

**November 9, 2022**  
**Date Issued**

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Natalie James  
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 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 Tenants 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	\$15,630.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,700.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owe the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$14,116.20</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$13,730.68
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlords since the application was filed	- \$1,700.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,550.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$92.12
<b>Less</b> the amount the Landlords owe the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants are entitled to	- \$
<b>Total amount owing to the Landlords</b>	<b>\$10,574.56</b>
Plus daily compensation owing for each day of occupation starting October 25, 2022	\$51.57 (per day)