



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Zimba v Jackson, 2022 ONLTB 11188

**Date:** 2022-11-04

**File Number:** LTB-L-010390-22

**In the matter of:** 1, 258 SOUTH DR  
SIMCOE ON N3Y1G8

**Between:** Joseph Zimba Landlord

**And**

Christina Jackson Tenant

Joseph Zimba (the 'Landlord') applied for an order to terminate the tenancy and evict Christina Jackson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 application).

This application was heard by videoconference on October 27, 2022.

The Landlord and the Tenant attended the hearing. The Landlord was represented by J. Herter.

### **Determinations:**

1. The notice of termination for substantial interference (Form N5) is defective because it does not provide sufficient particulars.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$635.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$20.88. This amount is calculated as follows: \$635.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to October 31, 2022 are \$10,160.00.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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. The Tenant stated that she cannot pay the amount required to void the order and wishes to terminate the tenancy.

**It is ordered that:**

1. The L2 application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated pursuant to the L1 application. The Tenant must move out of the rental unit on or before November 15, 2022.
3. The Tenant shall pay to the Landlord **\$10,274.76**. 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.
4. The Tenant shall also pay the Landlord compensation of \$20.88 per day for the use of the unit starting October 28, 2022 until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 15, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 16, 2022 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before November 15, 2022, then starting November 16, 2022, the Landlord 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 Landlord on or after November 16, 2022.

**November 4, 2022**

**Date Issued**

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Egya Sangmuah

Vice Chair, 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 16, 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 if the tenancy is terminated**

Rent Owing To Hearing Date	\$10,088.76
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$
<b>Total amount owing to the Landlord</b>	<b>\$10,274.76</b>
Plus daily compensation owing for each day of occupation starting October 28, 2022	\$20.88 (per day)

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