



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

**Citation:** Coral Hills Housing v Woods, 2022 ONLTB 10604

**Date:** 2022-11-04

**File Number:** LTB-L-020810-22

**In the matter of:** 39 BROADFOOT RD  
BARRIE ON L4N5K6

**Between:** Coral Hills Housing Landlord

**And**

Pauline Woods Tenant

Coral Hills Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Pauline Woods (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Agent Leona Boutot and the Landlord's Legal Representative Mark Ciobotaru and the Tenant Pauline Woods and Tenant Support Karen Irving attended the hearing.

**Determinations:**

1. At the hearing the Landlord's Legal Representative relied on oral submissions and referred to documents to support their application. The Tenant was also given an opportunity to provide submissions and evidence.
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 \$1,232.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$40.50. This amount is calculated as follows: \$1,232.00 x 12, divided by 365 days.
6. The Tenant has paid \$800.00 to the Landlord since the application was filed.
7. The parties agree the rent arrears owing to October 31, 2022 are \$7,969.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of \$1,218.00 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.
10. The Landlord owes \$16.38 in interest on the rent deposit for the period November 2, 2020 until October 26, 2022.
11. The Landlord provided little information regarding their attempts to work with the Tenant in relation to the arrears. The Landlord has spoken to the Tenant "a couple of times". The Landlord's Legal Representative sent the Tenant a letter on October 18, 2022, only eight days prior to the hearing.
12. The tenancy began 11 years ago. Tenant lost her husband five years ago and is struggling to maintain the household. She is currently on ODSP and her son and brother reside with her and contribute to the monthly rent although it was unclear how reliable these contributions will be or the amount of them. The Tenant is hopeful that a church and other support services will provide money towards her arrears. As of the date of the hearing, the Tenant's monthly income can not support the monthly rent and an ongoing payment towards the arrears. I find the tenancy, as of the hearing date, is no longer sustainable.
13. The Tenant submitted that her family does not have the space to accommodate her and the current rental market would make it difficult to find alternate living arrangements. 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. The Board recognizes the difficulty the Tenant will have in finding alternative housing. The Board also recognizes the upcoming holiday season may cause delays. Pursuant to subsection 83(1)(b) of the Act, I will postpone the eviction until January 15, 2023.

**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:**
  - \$9,387.00 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$10,619.00 if the payment is made on or before December 31, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$11,851.00 if the payment is made on or before January 15, 2023. 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 January 15, 2023 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 January 15, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,741.62. 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 \$40.50 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 January 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 16, 2023 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 15, 2023, then starting January 16, 2023, 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 January 16, 2023.

**November 4, 2022**  
**Date Issued**

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John Cashmore  
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 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 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	\$10,001.00
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	- \$800.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$9,387.00</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	\$11,233.00
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	- \$800.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,619.00</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 15, 2023**

Rent Owing To January 31, 2023	\$12,465.00
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	- \$800.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$11,851.00</b>

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

Rent Owing To Hearing Date	\$8,590.00
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	- \$800.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,218.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$16.38
<b>Total amount owing to the Landlord</b>	<b>\$6,741.62</b>
Plus daily compensation owing for each day of occupation starting October 27, 2022	\$40.50 (per day)