



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

**Citation:** Homestead Land Holdings Limited v Lefebvre, 2022 ONLTB 9724

**Date:** 2022-11-02

**File Number:** LTB-L-013496-22

**In the matter of:** 1007, 2001 CARLING AVE  
OTTAWA ON K2A3W5

**Between:** Homestead Land Holdings Limited Landlord

**And**

Colette Lefebvre Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Colette Lefebvre (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 12, 2022.

The Landlord's Representative Megan O'Connor 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 \$1,219.72. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.10. This amount is calculated as follows:  $\$1,219.72 \times 12$ , divided by 365 days.
5. The Tenant has paid \$4,400.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$7,813.32.
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 \$1,219.72 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.
9. Interest on the rent deposit, in the amount of \$6.62 is owing to the Tenant for the period from May 1, 2022 to October 12, 2022.

Relief from Eviction

10. The Tenant requested relief from eviction in the form of a repayment plan. The Tenant proposed that they pay \$400.00 towards the arrears each month. On that schedule it would take the Tenant approximately a year and a half for the arrears to be repaid. The Landlord is opposed to any repayment agreement longer than 6 months.
11. I do find that imposing a repayment agreement would be fair in the circumstances given the large amount of outstanding arrears and the length of time it would take for the Tenant to pay them off with their proposed schedule.
12. The Tenant also requested a postponement of the eviction by two months. The Tenant testified that they are currently suffering from a number of physical and mental health issues. The Tenant testified that they have been trying to pay their rent and have sought help from family members. The Landlord is not opposed to a small postponement of the eviction order.
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. In making that determination I have considered that the Landlord attempted on three occasions to negotiate a repayment agreement with the Tenant, that the Tenant has both physical and mental health issues, and that the Tenant has been making some payments towards the rent. However, I also need to consider that the outstanding arrears are very high and therefore have decided to only postpone the eviction under the end of November.

**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:**
  - \$9,219.04 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 \$6,034.46. 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 \$40.10 per day for the use of the unit starting October 13, 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 13, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 14, 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 2, 2022**  
**Date Issued**

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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 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 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	\$13,433.04
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	- \$4,400.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$9,219.04</b>

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

Rent Owing To Hearing Date	\$11,474.80
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	- \$4,400.00
<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	- \$1,219.72
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$6.62
<b>Total amount owing to the Landlord</b>	<b>\$6,034.46</b>
Plus daily compensation owing for each day of occupation starting October 13, 2022	\$40.10 (per day)