



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1213763 Ontario Inc c/o GWL Realty Advisors Residential Inc v Caron, 2022 ONLTB 9550

Date: 2022-11-02

File Number: LTB-L-000487-22

In the matter of: 207, 5170 LAKESHORE RD
BURLINGTON ON L7L1C4

Between: 1213763 Ontario Inc c/o GWL Realty Advisors Residential Inc Landlord

And

Jason Sebire, Melissa Caron Tenants

1213763 Ontario Inc c/o GWL Realty Advisors Residential Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Sebire, Melissa Caron (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 18, 2022.

The Landlord, the Landlord's Legal Representative, Faith McGregor and the Tenant, Melissa Caron, 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 \$2,775.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$91.23. This amount is calculated as follows: \$2,775.00 x 12, divided by 365 days.
5. The Tenant has paid \$8,415.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2022, are \$24,795.00.
7. The Landlord testified that the Tenant has not made any payment since February 2022. The Landlord testified that it made efforts to reach out to the Tenant on June 17, 2022, sending letters to consider if a payment plan was possible and the Tenant failed to respond.

8. The Landlord argued that the Tenant chose to pay other debts rather than paying the rent and that the Tenant was unresponsive when the Landlord tried to reach out to have a payment plan. The Landlord also argued that the Tenant failed to provide any proof that she is employed so that the Landlord could evaluate how much she can pay if the parties were to consider a payment plan.
9. The Tenant testified that her total household income is \$5,280.00. The Tenant also testified that she receives an additional \$1,600.00 per month in government subsidy. The Tenant testified that she pays \$1,000.00 per month for her groceries, car insurance and gas. The Tenant testified that her husband has been employed for three months, but they have not made any rent payment, because they were paying other outstanding bills. The Tenant testified that she does not dispute the arrears claimed by the Landlord. The Tenant testified that she had a difficult year, and this is the reason why she did not pay her rent.
10. The Landlord collected a rent deposit of \$2,775.00 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.
11. Interest on the rent deposit, in the amount of \$37.68 is owing to the Tenant for the period from June 1, 2021, to July 18, 2022.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I acknowledge the financial difficulty that the Tenant experienced, however I must also consider ongoing the prejudice suffered by the Landlord, including the significant amount of arrears owing. The Tenant has the means to pay the rent three months ago and she chose to allocate her funds towards other debts. The Landlord made efforts to reach out to the Tenant to negotiate a payment plan and she was unresponsive. Based on the evidence provided by the parties, I am not persuaded that the Tenant can afford to pay the rent and the arrears at the same time.

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:**
 - \$36,081.00 if the payment is made on or before November 13, 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 13, 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 13, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,035.46. 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 \$91.23 per day for the use of the unit starting July 19, 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 13, 2022, then starting November 14, 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 November 14, 2022.

November 2, 2022

Date Issued

Poeme Manigat

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 14, 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 13, 2022

Rent Owing To November 30, 2022	\$44,310.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,415.00
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	\$36,081.00

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

Rent Owing To Hearing Date	\$32,077.14
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,415.00
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	- \$2,775.00
Less the amount of the interest on the last month's rent deposit	- \$37.68
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	\$21,035.46
Plus daily compensation owing for each day of occupation starting July 19, 2022	\$91.23 (per day)

