



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hazelview Property Services Inc. v Stewart, 2022 ONLTB 9334

Date: 2022-11-02

File Number: LTB-L-018665-22

In the matter of: 1112, 1750 BLOOR ST
Mississauga ON L4X1S9

Between: Hazelview Property Services Inc. Landlord

And

Talika Stewart Tenant

Hazelview Property Services Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Talika Stewart (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 Sean Beard 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 \$2,219.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.95. This amount is calculated as follows: \$2,219.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The Tenant testified that when she signed the lease for the rental unit that she understood that she would be getting three months of rent free. A copy of the lease was not introduced into evidence. The Landlord's Representative put to the Tenant that the three months of free rent were conditional on her paying her rent on time. The Tenant testified that she was not sure as she could not find the lease.
7. I am not satisfied on a balance of probabilities that the Tenant was eligible for three free months of rent from the Landlord. On the Tenant's own evidence it is possible that the three months of free rent may have been conditional on paying the rent on time, which the Tenant did not do, and no copy of the lease was introduced into evidence.

8. The rent arrears owing to October 31, 2022 are \$24,409.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,219.00 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 \$20.79 is owing to the Tenant for the period from January 1, 2022 to October 12, 2022.
12. have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord has made multiple attempts 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. Additionally, the Tenant did not seek relief from eviction and indicated that she would be vacating the rental unit on November 1, 2022. As the standard eviction date from this order is past that date, no further postponement of the eviction date will be granted.

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:**
 - \$26,814.00 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 \$21,011.61. 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 \$72.95 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 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

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 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	\$26,628.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$26,814.00

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

Rent Owing To Hearing Date	\$23,065.40
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$2,219.00
Less the amount of the interest on the last month's rent deposit	- \$20.79
Total amount owing to the Landlord	\$21,011.61
Plus daily compensation owing for each day of occupation starting October 13, 2022	\$72.95 (per day)