



**AMENDED ORDER**  
Order under Section 69  
**Residential Tenancies Act, 2006**  
**And section 21.1 of the Statutory Powers Procedure Act**

**Citation:** Medallion Corporation v Spencer, 2022 ONLTB 6475

**Date:** 2022-11-01

**File Number:** LTB-L-043404-22-AM

**In the matter of:** 101, 75 Havenbrook Avenue **Boulevard**  
Toronto Ontario M2J1A8

**Between:** Medallion Corporation Landlord

**And**

Ashley Spencer Tenant

2022 ONLTB 6475 (CanLII)

**This amended order is issued to correct a clerical error in the original order that was issued November 1, 2022. The amendment is bolded and underlined for ease of reference.**

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Spencer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on August 31, 2022.

The Landlord's legal representative, Samuel Korman, 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 \$1,379.70. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.36. This amount is calculated as follows: \$1,379.70 x 12, divided by 365 days.

5. The Tenant has paid \$2,896.25 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2022 are \$10,390.05.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$20.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,378.67 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. Interest on the rent deposit, in the amount of \$44.11 is owing to the Tenant for the period from November 1, 2019 to August 31, 2022.

### RELIEF FROM EVICTION

11. The position of the Tenant is that she started to fall into arrears when she had other financial obligations she chose to pay before rent. The Tenant also became sick during the same time she fell into debt and had to take time off work, which added to the financial burden at the time the arrears started. The Tenant has since gone through Credit Canada and consolidated her prior debt and is employed full time. The Tenant offered a repayment plan of \$505.32 to be paid on the twentieth of each month in addition to lawful rent, which would allow the Tenant to pay down the arrears in approximately nineteen months. The Tenant also submitted as evidence an agreement form, she submitted with the Rent Bank. This form was not confirmation but an agreement to go through the financial process to determine if the Tenant was eligible for a \$4,000.00 rent grant. The Tenant stated that this would lessen the arrears owed if she were approved, which would bring the repayment schedule down to eleven months to repay the arrears instead of nineteen.
12. The position of the Landlord is that the while the Tenant had financial difficulty when the arrears started the Tenant chose to pay her other debt commitments before her rent. The arrears are significant and the Tenant has made small payments since the application but the payments do not meet the amount of rent due or address the arrears, and as such the arrears are increasing. The Landlord rejected the Tenant's offer of a nineteen month repayment plan and submitted that there is no guarantee the Tenant's rent bank grant would be approved. The Landlord's representative rejected the repayment plan offered by the Tenant and requested a standard order with an extended date of November 30, 2022 to allow the Tenant time to finalize her application with the rent bank and pay down the arrears.
13. In order for me to determine if a different payment plan than the one offered by the Tenant was viable to preserve tenancy and allow the Landlord to receive payment for arrears and receive the full lawful monthly rent, the Tenant submitted financial evidence for my consideration. The Tenants' monthly income after tax is \$3,300.00. Based on the Tenant's submissions her monthly expenses are \$2,982.00, leaving a monthly disposable income of

\$318.00. I pointed out to the Tenant that the repayment plan for arrears she had presented was significantly higher than her disposable income and informed the Tenant she does not have the financial means to make the repayment plans she had submitted.

14. The Tenant made another submission after I reviewed her finances and she testified her partner had moved into the unit with her and was able to contribute to the arrears. The Tenant testified her partner had an annual salary of \$80,000.00 and would be able to contribute to the arrears and make larger payments in order to pay down the arrears in a shorter repayment schedule previously submitted. The Tenant did not submit an exact amount the Tenant's partner would be able to contribute. The Tenant made a request if I denied the Tenant's payment plan submission that I consider and extended termination date of February 28, 2023
15. With the evidence before me based on the financial information submitted by the Tenant, I find the Tenant does not have the disposable income after expenses to meet her proposed repayment plan. The Tenant testified she had worked on the numbers and could meet the obligation, even though the financial information she provided proved otherwise. Even if the Tenant received the rent bank grant, this would bring the arrears down, but she still cannot afford the monthly repayment plan she offered. I considered the Tenant's testimony on her partners yearly salary and his contribution to the arrears, but without a specific commitment of money from the partner I am unable to determine if a revised repayment plan is reasonable for my consideration. The Tenant's lack of particulars and specific details regarding the financial support from her partner are such that I am unable to consider this submission as a contribution to a higher monthly repayment amount. I considered the prejudice to the Landlord with respect to the quantum of arrears, and with respect to the Tenant's decision to pay other financial debts instead of paying her rent. Weighing the submissions from the Tenant, including her request for an extended termination date to February 28, 2023, and the request by the Landlord's legal representative on a shorter extended termination date of November 30, 2022, I am granting the Landlord's request for eviction, however I find it not unreasonable to allow the Tenant time to arrange payment and finalize her rent bank agreement or find a new place to live and thereby grant a delay of eviction.
16. 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.
17. This order contains all reasons for the determinations and order made. No further reasons will be issued.

**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:

- \$14,770.15 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 \$9,208.27. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$45.36 per day for the use of the unit starting September 1, 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 October 1, 2022, the Tenant will start to owe interest. This will be simple interest calculated from October 2, 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.

**March 7, 2023**  
**Date Amended**

\_\_\_\_\_  
Greg Brocanier  
Member, Landlord and Tenant Board

**November 1, 2022**  
**Date Issued**

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~~ **September 7, 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	\$17,425.40
Application Filing Fee	\$201.00
NSF Charges	\$40.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,896.25
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$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 the Tenant must pay to continue the tenancy</b>	<b>\$14,770.15</b>

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

Rent Owing To Hearing Date	\$13,286.30
Application Filing Fee	\$201.00
NSF Charges	\$40.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$2,896.25
<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	- \$1,378.67
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$44.11
<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>\$9,208.27</b>
Plus daily compensation owing for each day of occupation starting September 1, 2022	\$45.36 (per day)

