



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Skyline Living v Perez, 2022 ONLTB 8967  
**File Number:** LTB-L-014391-22

**In the matter of:** 110, 204B HESPELER RD  
CAMBRIDGE ON N1R3H5

**Between:** Skyline Living Landlord

**And**

Daniel Perez Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Daniel Perez (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Legal Representatives A. Adreita, J. Delapaz 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 \$1,553.42. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$51.07. This amount is calculated as follows: \$1,553.42 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 6, 2022 are \$20,066.54.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Section 83 considerations

9. The Tenant raised some section 83 considerations at the hearing that he was the property manager at the residential complex and when the ownership changed last year in

September of 2021, he was laid off by the new management without cause. He also testified that he has an aged mother he must care for due to which he is unable to work full time and he has no sources of income except EI which is not substantial and only covers other bills. He also stated that due to COVID mandates he is unable to acquire other work.

10. The Tenant testified that he is unwilling to pay any rent to the Landlord due to the way he was treated, and his employment terminated.
11. Even though I am sympathetic to the Tenant's personal circumstances, yet the large rent arrears are prejudicial to the Landlord.
12. Based on the circumstances presented at the hearing by both parties and considering 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.

**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:**
  - \$21,805.96 if the payment is made on or before November 11, 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 11, 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 11, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,741.84. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$51.07 per day for the use of the unit starting September 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 November 11, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 12, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 11, 2022, then starting November 12, 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 12, 2022.

**October 31, 2022**

**Date Issued**

\_\_\_\_\_  
Sheena Brar

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 12, 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 11, 2022**

Rent Owing To November 11, 2022	\$21,619.96
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	- \$0.00
<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	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,805.96</b>

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

Rent Owing To Hearing Date	\$19,555.84
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	- \$0.00
<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	- \$0.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$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	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$19,741.84</b>
Plus daily compensation owing for each day of occupation starting September 27, 2022	\$51.07 (per day)