



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

**Citation:** Pruefer Court Apartments v Mailloux, 2022 ONLTB 9742

**Date:** 2022-10-27

**File Number:** LTB-L-002488-22

**In the matter of:** 403, 271 LAUZON RD  
WINDSOR ON N8S 4L4

**Between:** Pruefer Court Apartments Landlord

**And**

Mathew Mailloux Tenant

Pruefer Court Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Mathew Mailloux (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 19, 2022.

The Landlord and the Tenant attended the hearing. The Tenant spoke with Tenant Duty Counsel prior to the hearing.

### **Preliminary Issue:**

1. The Landlord testified that there was a rent increase in 2021 pursuant to the previous owner's Application for Rent Increase Above Guideline (SWL-47348-20). This matter has not yet been scheduled for hearing, and therefore the application is amended to indicate that the lawful monthly rent at the material time is \$785.55. At the hearing, the Tenant agreed to the amount of arrears owing.

### **Determinations:**

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$785.55. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$25.83. This amount is calculated as follows: \$785.55 x 12, divided by 365 days.
6. The Tenant has paid \$2,750.00 to the Landlord since the application was filed.

7. The parties agreed at the hearing that the rent arrears owing to July 31, 2022 are \$4,914.84.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$675.00 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.
10. Interest on the rent deposit, in the amount of \$94.55 is owing to the Tenant for the period from January 1, 2014 to July 19, 2022.
11. At the hearing, the Tenant indicated that his monthly income from Ontario Works is \$733.10, which is less than the lawful monthly rent. He is currently looking for employment.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Landlord offered at the hearing that he would waive the entire amount of arrears owing if the Tenant vacated the rental unit by July 31, 2022. The Tenant did not commit to whether he would avail himself of this offer.

**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:**
  - \$7,271.49 if the payment is made on or before October 31, 2022 (less any payments made since the date of the hearing). See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$8,057.04 if the payment is made on or before November 7, 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 7, 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 7, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,036.51. 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 \$25.83 per day for the use of the unit starting July 20, 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 7, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 8, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 7, 2022, then starting November 8, 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 8, 2022.

2022 ONLTB 9742 (CanLII)

**October 27, 2022**

**Date Issued**

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Margo den Haan

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 8, 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 October 31, 2022**

Rent Owing To October 31, 2022	\$ 9,835.49
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	- \$2,750.00
<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>\$7,271.49</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 7, 2022**

Rent Owing To November 30, 2022	\$ 10,621.04
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	- \$2,750.00
<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>\$ 8,057.04</b>

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

Rent Owing To Hearing Date	\$7,370.06
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	- \$2,750.00
<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	- \$675.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$94.55
<b>Total amount owing to the Landlord</b>	<b>\$4,036.51</b>
Plus daily compensation owing for each day of occupation starting July 20, 2022	\$25.83 (per day)

