



Order under Section 69 Residential Tenancies Act, 2006

Citation: Cedar Range Management Incorporated v Ingram, 2022 ONLTB 8972

Date: 2022-10-26

File Number: LTB-L-015455-22

In the matter of: 08, 40 MAPLE ST
UXBRIDGE ON L9P1C9

Between: Cedar Range Management Incorporated Landlord

And

Crystal Hynes, Shawn Ingram Tenants

Cedar Range Management Incorporated (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Hynes and Shawn Ingram (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on September 27, 2022.

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,058.04. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.78. This amount is calculated as follows: \$1,058.04 x 12, divided by 365 days.
5. The Tenants have paid \$37.02 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$6,349.24.
7. The Landlord testified that the rent arrears should also include unpaid air-conditioning fees. The lease for the tenancy states that the tenants will pay a \$50.00 air conditioning fee in the summer months. The lease also states that this fee can change without notice. This air-conditioning fee lacks the essential component of rent which is that it is fixed and unchanging. As such, these fees are not rent.
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 \$1,058.04 from the Tenants 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 \$9.39 is owing to the Tenant for the period from January 1, 2022 to September 27, 2022.

Relief from Eviction

11. The Tenants requested relief from eviction in the form of a repayment plan. The Tenants said that they could pay \$200.00 towards the arrears each month. On this schedule it would take approximately two and a half years for the arrears to be paid off. The Landlord is opposed to a payment plan.
12. I do not find that it would be fair in the circumstances to impose a repayment plan. This is because of the large amount of outstanding arrears and the length of time it would take for the arrears to be paid off. Additionally, the Tenants have only made one \$37.02 payment toward the rent in the last 6 months and therefore I do not think they would abide by a repayment plan.
13. The Tenants also requested relief from eviction in the form of a postponement of the eviction. The Tenant Crystal Hynes ('C.H') testified that the family relies solely on welfare since Shawn Ingram ('S.I') was in a car accident. C.H also testified that her son has autism and ADHD and receives special support from his school. C.H testified that she needs the eviction to be postponed by a couple of months because the school is working on an education plan for her son, and the family needs time for the education plan to be completed.
14. The Landlord is opposed to extending the eviction beyond October 31, 2022.
15. 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. In making that determination I have considered that the landlord did attempt to work out a repayment agreement with the Tenants prior to the hearing and that there are significant outstanding arrears. However, I have also considered that the Tenant's child's school is currently developing an education plan for the child and that moving during that time will be disruptive to the child. By postponing the eviction, I am giving the Tenants slightly more time to have that education plan developed.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,593.28 if the payment is made on or before October 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,651.32 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have 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 Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before November 30, 2022**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$5,348.83. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$34.78 per day for the use of the unit starting September 28, 2022 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before November 6, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 7, 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.

October 26, 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 June 1, 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	\$7,444.30
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$37.02
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	\$7,593.28

B. 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	\$8,502.34
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$37.02
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	\$8,651.32

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

Rent Owing To Hearing Date	\$6,267.28
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$37.02
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	- \$1,058.04
Less the amount of the interest on the last month's rent deposit	- \$9.39
Total amount owing to the Landlord	\$5,348.83
Plus daily compensation owing for each day of occupation starting September 28, 2022	\$34.78 (per day)