



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

**Citation:** Q Res IV Operating GP Inc. v Wallace, 2022 ONLTB 9811

**Date:** 2022-10-26

**File Number:** LTB-L-018557-22

**In the matter of:** 1415, 1244 DONALD ST  
GLOUCESTER ON K1J8V6

**Between:** Q Res IV Operating GP Inc. Landlord

**And**

Cailin Wallace Tenant

Q Res IV Operating GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Cailin Wallace (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1 application)

This L1 application was heard by videoconference on October 12, 2022.

Only the Landlord’s Legal Representative, Mark Ciobotaru, attended the hearing.

As of 10:05 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

As a preliminary matter before me, the Landlord’s Legal Representative requested the name of the Landlord be changed to “Enterprise REIT Operating LP”. I note that the L1 application, N4 notice and the L1 update sheet do not make any reference to this new landlord. I indicated I would be prepared to make the requested change to the style of cause if the Landlord could submit, post-hearing, a proper request setting out the facts surrounding the change of ownership. As of the date of writing this order, I confirm that nothing has been submitted by the Landlord and as a consequence, I have not made any change to the style of cause.

**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 \$1,366.20. It is due on the 1<sup>st</sup> day of each month.

4. Based on the monthly rent, the daily rent/compensation is \$44.92. This amount is calculated as follows: \$1,366.20 x 12 months, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. Based on the Landlord's application and submissions, the rent arrears owing to October 31, 2022 are \$12,279.60.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. On February 24, 2021, the Landlord collected a rent deposit of \$1,350.00 from the Tenant and this deposit is still being held by the Landlord. Interest on this deposit has not been paid, so the interest from that collection date to the date of this hearing is owing. That additional amount of interest, namely \$12.65, is accounted for in the order below. Note that the last month's rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. The Landlord's Legal Representative made submissions on the number of times the Tenant was contacted to deal with the arrears owing, as well as trying to see how/when the arrears would be paid off, including a last letter from the Landlord dated October 4, 2022 (included as part of the Landlord's disclosure). The representative also made submissions on any circumstances the Landlord is aware of.
10. I have considered 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:**
  - \$12,465.60 if the payment is made on or before October 31, 2022. See Schedule 1-part A for the calculation of the amount owing.

**OR**

  - \$13,831.80 if the payment is made on or before November 6, 2022. See Schedule 1-part B 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 6, 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 6, 2022.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,275.79. 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-part C for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$44.92 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 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 6, 2022, then starting November 7, 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 7, 2022.

**October 26, 2022**  
**Date Issued**

Alex Brkic  
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 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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	\$12,279.60
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>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,465.60</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 6, 2022**

Rent Owing To November 30, 2022	\$13,645.80
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>Total the Tenant must pay to continue the tenancy</b>	<b>\$13,831.80</b>

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

Rent Owing To Hearing Date	\$11,452.43
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	- \$1,350.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$12.65
<b>Total amount owing to the Landlord</b>	<b>\$10,275.79</b>
Plus daily compensation owing for each day of occupation starting October 13, 2022	\$44.92 (per day)