



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Hannah v Evans, 2022 ONLTB 9744

**Date:** 2022-10-26

**File Number:** LTB-L-047435-22

**In the matter of:** B Upstairs, 118 Toke Street  
Timmins Ontario P4N6T9

**Between:** Diane Hannah Landlord

**And**

Dean Evans Tenant

Diane Hannah (the 'Landlord') applied for an order to terminate the tenancy and evict Dean Evans (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord and the Landlord's Legal Representative, Philippe Hoff-Hamann, attended the hearing.

As of 9:55 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.

### 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. I went over the entries in the N4 Notice and the L1 application at the hearing and was satisfied with the calculation of arrears that were claimed by the Landlord.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$800.00. It is due on the 1<sup>st</sup> day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$26.30. This amount is calculated as follows: \$800.00 x 12 months, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to October 31, 2022 are \$9,600.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.
9. The Landlord's Legal Representative made submissions on the disclosures provided to the LTB in respect of the Tenant having agreed to move out at one point, followed by the Landlord's efforts to settle on a repayment of the arrears owed her. Submissions were also made on any circumstances the Landlord was 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:**
  - \$9,801.00 if the payment is made on or before October 31, 2022. See Schedule 1-part A for the calculation of the amount owing.

**OR**

  - \$10,601.00 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 \$9,316.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1-part C for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$26.30 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   | \$9,600.00        |
| Application Filing Fee   | \$201.00          |
| NSF Charges  | \$0.00            |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00          |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$9,801.00</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  | \$10,400.00        |
| Application Filing Fee   | \$201.00           |
| NSF Charges  | \$0.00             |
| <b>Less</b> the amount the Tenant paid to the Landlord since the application was filed | - \$0.00           |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$10,601.00</b> |

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

|  |                      |
|--|----------------------|
| Rent Owing To Hearing Date (Oct 12/22)   | \$9,115.60           |
| Application Filing Fee   | \$201.00             |
| 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 of the last month's rent deposit                                | - \$0.00             |
| <b>Total amount owing to the Landlord</b>  | <b>\$9,316.60</b>    |
| Plus daily compensation owing for each day of occupation starting October 13, 2022     | \$26.30<br>(per day) |