



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

Citation: Whitby - 108 Victoria Inc. v Yurkovich, 2022 ONLTB 8990

Date: 2022-10-26

File Number: LTB-L-015463-22

In the matter of: 3, 110 VICTORIA ST W
WHITBY ON L1N1B7

Between: Whitby - 108 Victoria Inc. Landlord

And

Johnna Yurkovich Tenant

Whitby - 108 Victoria Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Johnna Yurkovich (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Representative Brett Lockwood 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 \$1,214.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.93. This amount is calculated as follows: \$1,214.40 x 12, divided by 365 days.
5. The Tenant has paid \$1,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$10,086.40.
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.
9. The Tenant requested that the eviction be postponed for at least 90 days. The Tenant testified that there is a possibility he may be getting financial assistance from either the John Howard Society or the Salvation Army. The Tenant also testified that he lost his job because of the pandemic and that he is suffering from mental health issues which have made it difficult to hold onto a job. The Tenant is currently receiving welfare.

10. The Landlord's Representative submitted that the Landlord is not opposed to postponing the eviction by 30 days.
11. 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 20, 2022 pursuant to subsection 83(1)(b) of the Act. In making that determination I have considered that the Landlord has sent the Tenant a monthly letter regarding the possibility of a repayment agreement and the significant amount of outstanding arrears. I have also considered that the Tenant may be getting some help to pay off the arrears and that the pandemic was a factor in the Tenant losing his job. I have decided to postpone the eviction slightly in order to give the Tenant some time to pay off his arrears and also to continue to look for employment.

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:**
 - \$11,486.80 if the payment is made on or before October 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,701.20 if the payment is made on or before November 20, 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 20, 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 20, 2022.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,136.11. 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 \$39.93 per day for the use of the unit starting September 28, 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 20, 2022, then starting November 21, 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 21, 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 May 21, 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	\$13,100.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,800.00
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	\$11,486.80

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 20, 2022

Rent Owing To November 30, 2022	\$14,315.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,800.00
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	\$12,701.20

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

Rent Owing To Hearing Date	\$11,750.11
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,800.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Total amount owing to the Landlord	\$10,136.11
Plus daily compensation owing for each day of occupation starting September 28, 2022	\$39.93 (per day)