



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2585276 Ontario Limited v Cooper, 2022 ONLTB 9900

Date: 2022-10-25

File Number: LTB-L-003893-22

In the matter of: 309, 2354 Eglinton Ave E
Scarborough ON M1K2N9

Between: 2585276 Ontario Limited Landlord

And

Maeve Williams, Robert Ronald Cooper Tenants

2585276 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Maeve Williams, Robert Ronald Cooper (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 2, 2022.

The Landlord's Representative, Carrie Aylwin and the Tenants, Robert Ronald Cooper 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 \$1,257.60. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.35. This amount is calculated as follows: $\$1,257.60 \times 12$, divided by 365 days.
5. The Tenants have paid \$8,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2022 are \$3,118.40.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,317.68 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.

9. Interest on the rent deposit, in the amount of \$98.22 is owing to the Tenants for the period from March 18, 2017 to August 2, 2022.
10. The Tenant submitted that he had experienced instability in his employment due to covid-19. He owns his own business and sales were down more than 75%. He expressed that although his family have assisted him financially and his work situation has improved, he is still finding it challenging to catch up on his rent payments and arrears.
11. The Tenant told the Board that an additional payment had been made, but neither the Landlord or the Tenant provided any confirmation of the payment at the hearing.
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. Given the date this order is being issued the Tenants have had the benefit of additional time. Therefore, I find that a standard 11-day voidable order is appropriate.

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:**
 - \$5,819.60 if the payment is made on or before October 31, 2022. See Schedule 1 for the calculation of the amount owing.

OR

 - \$7,077.20 if the payment is made on or before November 5, 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 5, 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 5, 2022**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$713.60. 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 \$41.35 per day for the use of the unit starting August 3, 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 5, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 6, 2022 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before November 5, 2022, then starting November 6, 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 6, 2022.

October 25, 2022
Date Issued

Natalie James
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 6, 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	\$13,833.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$
Total the Tenant must pay to continue the tenancy	\$5,819.60

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 5, 2022

Rent Owing To November 30, 2022	\$15,091.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,200.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$7,077.20

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

Rent Owing To Hearing Date	\$10,143.50
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$8,200.00
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	- \$1,317.68
Less the amount of the interest on the last month's rent deposit	- \$98.22
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenant is entitled to	- \$
Total amount owing to the Landlord	\$713.60
Plus daily compensation owing for each day of occupation starting August 3, 2022	\$41.35 (per day)