



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Galaxy Value Add Ontario Properties LP v Reeds, 2022 ONLTB 9184

**Date:** 2022-10-24

**File Number:** LTB-L-007282-22

**In the matter of:** 0409, 1200 TALWOOD CRT  
PETERBOROUGH ON K9J7X3

**Between:** Galaxy Value Add Ontario Properties LP Landlord

**And**

Ashley Reeds, Justin Brown Tenants

Galaxy Value Add Ontario Properties LP (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Reeds and Justin Brown (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 4, 2022.

The Landlord's legal representative S. Harris 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 \$1,543.30. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.74. This amount is calculated as follows: \$1,543.30 x 12, divided by 365 days.
5. The Tenants have paid \$3,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2022 are \$9,558.20.
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. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord's legal representative testified that the Landlord has issued

multiple letters to the Tenants seeking to have discussions about the arrears and to enter into a payment plan to no avail.

10. The Tenants both testified to their financial situation, which did not provide any insight into the reason for arrears. The Tenant J. Brown testified that he had been without work for approximately 6 months from December 2021 to June 2022. He testified that he was unable to obtain unemployment insurance benefits during that time as a result of failing to file his income taxes. However, he has acquired gainful employment again and testified that his current take home income is approximately \$800.00 weekly or \$3,200.00 monthly. The Tenant A. Reeds testified that she is a PSW working in two different long term care homes and that her hours vary from 20-30 per week, bringing a minimum income of \$400.00 weekly or \$1,600.00 monthly. The Tenants have 6 children between them, however, only 3 are with the Tenants full time. All children are school aged. The Tenants receive \$1,700.00 monthly in child tax credit benefits. They have additional expenses totaling \$1,110.00 monthly. The Tenants receive help from Ms. Reeds' parents who live nearby and often provide meals for the family and watch the children if the parents are working.
11. Even with Mr. Brown's period of no income, I find that there was more than sufficient income from Ms. Reeds' employment and the child tax benefit to cover the rent and household expenses disclosed. Accordingly, I do not find that there are circumstances to grant relief from eviction.

**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:**
  - \$12,830.80 if the payment is made on or before October 31, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$14,374.10 if the payment is made on or before November 4, 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 4, 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 4, 2022**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,403.86. 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 Tenants shall also pay the Landlord compensation of \$50.74 per day for the use of the unit starting August 5, 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 4, 2022, the Tenants will start to owe interest. This will be simple interest calculated from November 5, 2022 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 4, 2022, then starting November 5, 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 5, 2022.

**October 24, 2022**

**Date Issued**

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Donna Adams

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 5, 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 Tenants 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	\$15,844.80
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$3,200.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$12,830.80</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before November 4, 2022**

Rent Owing To November 30, 2022	\$17,388.10
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$3,200.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$14,374.10</b>

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

Rent Owing To Hearing Date	\$11,417.86
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$3,200.00
<b>Total amount owing to the Landlord</b>	<b>\$8,403.86</b>
Plus daily compensation owing for each day of occupation starting August 5, 2022	\$50.74 (per day)

