



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

**Citation:** Centurion Property Associates Inc. v John, 2022 ONLTB 8159

**Date:** 2022-10-21

**File Number:** LTB-L-016530-22

**In the matter of:** 509, 1140 MARY ST N  
OSHAWA ON L1G5H1

**Between:** Centurion Property Associates Inc. Landlord

**And**

Shawn John Tenant

Centurion Property Associates Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn John (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 29, 2022. The Landlord's representative, Daniel Abraham, 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 monthly rent was \$1,880.00, and this rent increased to \$1,902.56 effective January 1, 2022. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$62.55. This amount is calculated as follows: \$1,902.56 x 12, divided by 365 days.
5. The Tenant has paid \$3,292.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2022 are \$8,618.48. The Tenant agreed that he owes these rent arrears to the Landlord.
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 \$1,880.00 from the Tenant 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 \$35.61 is owing to the Tenant for the period from March 3, 2021 to September 29, 2022.

### Tenancy Issues

10. During the hearing the Tenant raised two tenancy issues to include the faulty sealing of a faucet, and a wall not grouted properly resulting in water seeping to the floor. The Tenant testified that he did not provide the Landlord and the Board with notification in advance of the hearing that these tenancy issues would be raised at the hearing. The Tenant testified further that he was not aware that he could raise these issues at the hearing until the day of the hearing, or that advance notification to the Landlord and the Board was required.
11. I find that the Tenant did not provide at least 7 days of advance notice to the Landlord and to the Board that he would be raising tenancy issues at the hearing - as required pursuant to s. 82(2) of the *Residential Tenancies Act, 2006* (the 'Act') and the Board's Rule of Procedure 19.4. I am not satisfied with the Tenant's explanation that he was not aware of the provisions of the Act, or the Board's Rules, as the reason for not complying with the Act and the Rules. I find that the Tenant did not comply with s. 82(1) of the Act, and therefore, the Tenant's request to consider his tenancy issues at the hearing is denied.

### Relief from Eviction

12. The Landlord's representative submitted that on December 21, 2021 and on May 10, 2022 the Landlord sent letters to the Tenant offering the Tenant a repayment plan for the rent arrears; however, the Tenant did not respond to these letters. The Tenant testified that he did not respond to these letters.
13. When asked whether there were any personal circumstances of the Tenant that the Board should consider in its determinations of the Landlord's application, the Tenant testified that he was currently undergoing a long legal matter. The Tenant did not elaborate any further regarding this legal matter or provide any further personal circumstances pursuant to s. 83(2) of the Act.
14. 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:**
  - \$10,707.04 if the payment is made on or before October 31, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$12,609.60 if the payment is made on or before November 1, 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 1, 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 1, 2022.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,800.26. 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 for the calculation of the amount owing.
  6. The Tenant shall also pay the Landlord compensation of \$62.55 per day for the use of the unit starting September 30, 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 1, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 2, 2022 at 4.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before November 1, 2022, then starting November 2, 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 2, 2022.

**October 21, 2022**

**Date Issued**

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Frank Ebner

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 2, 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	\$13,813.04
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	- \$3,292.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,707.04</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 1, 2022**

Rent Owing To November 30, 2022	\$15,715.60
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	- \$3,292.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,609.60</b>

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

Rent Owing To Hearing Date	\$11,821.87
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	- \$3,292.00
<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	- \$1,880.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$35.61
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$
<b>Total amount owing to the Landlord</b>	<b>\$6,800.26</b>
Plus daily compensation owing for each day of occupation starting September 30, 2022	\$62.55 (per day)