



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Mastroianni v Inman, 2024 ONLTB 40214

**Date:** 2024-06-14

**File Number:** LTB-L-004820-24

**In the matter of:** 4, 182 WHITTAKER ST  
SUDBURY ON P3C3X5

**Between:** Andrea Mastroianni

**And**

Sabrina Inman  
Mike Harris

I hereby certify this is a  
true copy of an Order dated

**JUNE 14, 2024**

Landlord and Tenant Board

Landlord

Tenants

Andrea Mastroianni (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Inman and Mike Harris (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 23, 2024.

The Landlord's agent Rosina Vallilee, the Landlord, and the Tenant, Mike Harris, 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 \$1,040.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$34.19. This amount is calculated as follows: \$1,040.00 x 12, divided by 365 days.
5. The Tenants have paid \$4,060.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2024 are \$2,055.00 and the Tenant agrees that this is the amount of arrears outstanding.
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 \$980.00 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 \$123.64 is owing to the Tenants for the period from October 1, 2016 to May 23, 2024.
10. 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 June 30, 2024 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's agent requested a standard voidable eviction order and asked that I consider the history of non-payment by the Tenants when deciding the Tenants' request for a payment plan.
12. Only one of the Tenants, Mike Harris, was present and gave evidence at the hearing. The Tenant requested a payment plan to resolve the application, offering to have the arrears paid by June 21, 2024. The Tenant testified about their income and expenses and I find that the Tenants have sufficient income to sustain the tenancy and promptly pay the arrears.
13. The Tenant testified that their wife lost their job and they fell behind with only one income. The Tenant further testified that their wife is now employed again and that they have received a promotion at work. The Tenant testified that they would be able to make a \$1,000.00 payment the day after the hearing, pay rent for June, 2024 in full and on time, and make the final payment towards arrears in the amount of \$1,241.00 on June 21, 2024.
14. Given the time in which the Tenant proposed the arrears can be paid, I do not find it appropriate to order a payment plan. However, based on the Tenant's evidence of their current financial position, and the promptness with which the Tenant believes arrears can be paid, I find that it would not be unfair to delay eviction until June 30, 2024 to allow the Tenants to make the payments suggested and void this order.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$3,281.00 if the payment is made on or before June 30, 2024. 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 June 30, 2024 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 June 30, 2024**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$883.73. 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 \$34.19 per day for the use of the unit starting May 24, 2024 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2024, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2024, then starting July 1, 2024, 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 July 1, 2024.

**June 14, 2024**  
**Date Issued**

  
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Kyle McGraw  
Member, Landlord and Tenants 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 January 1, 2025 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 June 30, 2024**

Rent Owing To June 30, 2024	\$7,155.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$4,060.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$3,281.00</b>

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

Rent Owing To Hearing Date	\$5,861.37
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$4,060.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$980.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$123.64
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$883.73</b>
Plus daily compensation owing for each day of occupation starting May 24, 2024	\$34.19 (per day)