



**Tribunals Ontario**  
Landlord and Tenant Board

**Tribunaux décisionnels Ontario**  
Commission de la location immobilière

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

**MAY 2, 2024**

Landlord and Tenant Board

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

**Citation:** Vincent v Wright, 2024 ONLTB 30597

**Date:** 2024-05-02

**File Number:** LTB-L-092787-23

**In the matter of:** 150 WEST 25TH ST  
HAMILTON ON L9C4X5

**Between:** Sekey Vincent Landlord  
Mark Vincent

**And**

Michael Wright Tenant  
Rubie Wright  
Aaron Wright

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Sekey Vincent and Mark Vincent (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Wright, Rubie Wright and Aaron Wright (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 15, 2024.

The Landlords and the second named Tenant Rubie Wright 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 \$3,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$106.85. This amount is calculated as follows: \$3,250.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2024 are \$19,500.00.

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 \$2,850.00 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 \$85.89 is owing to the Tenant for the period from February 1, 2023 to April 15, 2024.
10. The Landlords submitted that despite a prior hearing before the Board in respect of rental arrears in 2023 and a total of four L1 application filings within the last year, they have since arrived at the same situation. While they have attempted payment plan discussions, the Tenants have demonstrated that they are not able to pay the rent and have not been able to follow through on the repayment of arrears through any agreed upon terms.
11. While the Tenants have proposed a repayment plan to the Landlords, they are frustrated and feel that the amount of repayment as proposed of \$1,500.00 per month would take over one year to repay. The Landlords have had to incur borrowing costs to cover off the costs of the rental unit, they have 2 children, one of which will be attending university and that they are no longer in a financial position to continue to support the tenancy. They seek a standard order for eviction.
12. The Tenant does not dispute the arrears of rent, she submitted that she overspent on Christmas presents for her two school aged children and since then has not been able to get out of the cycle. That on top of the stress of the rent arrears, there have been some medical issues the family has been dealing with, specifically her sons leg surgery.
13. The Tenant submits that they would like to remain living in the rental unit, alternatively to allow them to continue to reside there until July 31, 2024 to permit the children to finish off the school year.

#### Relief from eviction

14. The Landlord testified that numerous attempts have been made to make payment plans with the Tenants since January of 2023 however, the Tenants were unable to maintain their agreed upon payments. The email correspondence on record demonstrates that there were periods of no communication with the Landlords.
15. The Tenant testified that they are fully employed and that the household income is sufficient to pay the rent and get caught up on the outstanding arrears.
16. On examination of the household income, the amount of \$8,400.00 appears be sufficient to cover off the monthly expenses inclusive of rent and all other expenses. Notwithstanding, the Tenants have demonstrated a patter of non-payment of rent that has brought them

before the Board on subsequent occasions, even though the tenancy only commenced in January of 2022.

17. On the basis of the evidence before me, I do not find the Tenants payment plan proposal to be reasonable as I am not satisfied that the Tenants will be able to meet their repayment obligations. I say this as there is evidence of not being able to repay \$500.00 per month before the arrears accumulated to the current level, as such I question the ability to pay \$1,500.00 per month on top of rent of \$3,250.00 plus utilities and all other life expenses.
18. 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. By providing the extension of time, the Tenants may be afforded the ability for their kids to conclude their school year, and either void this order or find alternative housing.
19. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**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:**
  - \$22,936.00 if the payment is made on or before May 31, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$26,186.00 if the payment is made on or before June 30, 2024. 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 June 30, 2024 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 June 30, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,102.86. 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 \$106.85 per day for the use of the unit starting April 16, 2024 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 June 30, 2024, the Tenant 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.

**May 2, 2024**

**Date Issued**

  
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Alicia Johnson  
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 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2024**

Rent Owing To May 31, 2024	\$22,750.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$22,936.00</b>

**B. Amount the Tenant 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	\$26,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$26,186.00</b>

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

Rent Owing To Hearing Date	\$17,852.75
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$2,850.00
Less the amount of the interest on the last month's rent deposit	- \$85.89
Less 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 amount owing to the Landlord</b>	<b>\$15,102.86</b>
Plus daily compensation owing for each day of occupation starting April 16, 2024	\$106.85 (per day)