



I hereby certify this is a true copy of an Order dated
JUL 22, 2024
Landlord and Tenant Board

**Order under Section 69/89
Residential Tenancies Act, 2006**

Citation: Heinze v Kruger, 2024 ONLTB 52930

Date: 2024-07-22

File Number: LTB-L-087901-23

In the matter of: UNIT A, 14 DAVID ST
KITCHENER ON N2G1X7

Between: Ralph Heinze Landlord

And

Robert Kruger Tenant

Ralph Heinze (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Kruger (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

AND

Ralph Heinze (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Kruger (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Ralph Heinze (the 'Landlord') also applied for an order requiring Robert Kruger (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on July 8, 2024.

Only the Landlord and the Landlord's Legal Representative Brittany Colley attended the hearing.

As of 12:00 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$1,286.51. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.30. This amount is calculated as follows: \$1,286.51 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 July 31, 2024 are \$14,213.46.
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 \$1,085.00 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 \$166.54 is owing to the Tenant for the period from August 1, 2015 to July 8, 2024.
10. The Landlord seeks a standard order for eviction.

Section 83 considerations

11. 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.
12. The Tenant failed to attend the hearing to provide evidence of their circumstances and the Landlord's Representative submitted that they are unaware of any circumstances that would cause me to delay or deny an eviction.

L2 Application

13. At the time of the hearing the Landlord withdrew their L2 application based on the N8 notice of termination in respect of allegations of persistent late payment of rent.
14. 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:**
 - \$14,399.46 if the payment is made on or before July 31, 2024. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$15,685.97 if the payment is made on or before August 2, 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 August 2, 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 August 2, 2024**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,199.81. 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 \$42.30 per day for the use of the unit starting July 9, 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 August 2, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 3, 2024 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before August 2, 2024, then starting August 3, 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 August 3, 2024.

July 22, 2024
Date Issued



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 February 3, 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 July 31, 2024

Rent Owing To July 31, 2024	\$14,213.46
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
Total the Tenant must pay to continue the tenancy	\$14,399.46

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 2, 2024

Rent Owing To August 31, 2024	\$15,499.97
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
Total the Tenant must pay to continue the tenancy	\$15,685.97

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

Rent Owing To Hearing Date	\$13,265.35
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	- \$1,085.00
Less the amount of the interest on the last month's rent deposit	- \$166.54
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 amount owing to the Landlord	\$12,199.81
Plus daily compensation owing for each day of occupation starting July 9, 2024	\$42.30 (per day)