



I hereby certify this is a
true copy of an Order dated
Aug 13, 2024
Landlord and Tenant Board

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

Citation: McCormick v Morette, 2024 ONLTB 58715

Date: 2024-08-13

File Number: LTB-L-026774-24

In the matter of: 228 FOREST AVE
HAMILTON ON L8N1Y1

Between: Yvette McCormick Landlord

And

Melissa Morette Tenant

Yvette McCormick (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Morette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 24, 2024.

The Landlord, the Tenant, the Landlord's support person Stacie McCormick, and the Landlord's representative Lisa L. Barber attended the hearing.

Determinations:

1. At the commencement of the hearing, the Tenant requested that the matter be rescheduled due to her not having been able to connect with a legal representative. This request was denied as the Tenant has had notice of the hearing since May 2, 2024. The Tenant was unable to identify what detailed steps she had taken to secure representation, and on what dates.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,790.00. It is due on the 15th day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$58.85. This amount is calculated as follows: \$1,790.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to August 14, 2024 are \$8,950.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of \$1,750.00 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.
10. Interest on the rent deposit, in the amount of \$137.29 is owing to the Tenant for the period from October 15, 2019 to July 24, 2024.

Relief from eviction

11. When asked if she were aware of any circumstances which would warrant a delay or denial of an eviction, the Landlord's representative stated that she was not. The Landlord testified that currently, all of her extra income is going towards paying for the upkeep of the rental unit. I note that since the application was filed, the Tenant has not made any payments towards the arrears of rent.
12. When asked about her ability to pay rent and make payments towards the arrears moving forward, the Tenant provided income information to suggest that she had approximately \$250.00 after all her expenses and rent were paid each month. However, the Tenant later proposed making payments of \$60.00 per month towards the arrears of rent and stated that this was all she could afford. The Landlord was opposed to a monthly payment plan of \$60.00, and stated that this would not be enough to sustain the rental unit.
13. When asked whether she works full time, the Tenant appeared to be unsure as to how many hours she works per week. In addition, the Tenant stated that she had plans to have a roommate move in and provide her with an extra amount monthly which would go towards rent. However, when she was asked how much the roommate would contribute, the Tenant hesitated again and said she thought it might be \$1,100.00. The Tenant appeared to answer questions about her income in a general and evasive manner, and I am not satisfied that the Tenant has a genuine intention to develop a plan to repay what is owed, should a payment plan be ordered. 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:**
 - \$9,136.00 if the payment is made on or before August 14, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,926.00 if the payment is made on or before August 24, 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 24, 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 24, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,047.21. 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 \$58.85 per day for the use of the unit starting July 25, 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 24, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 25, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before August 24, 2024, then starting August 25, 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 25, 2024.

August 13, 2024
Date Issued



Madeline Ntoukas
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 25, 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 August 14, 2024

Rent Owing To August 14, 2024	\$8,950.00
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
Total the Tenant must pay to continue the tenancy	\$9,136.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before August 24, 2024

Rent Owing To September 14, 2024	\$10,740.00
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
Total the Tenant must pay to continue the tenancy	\$10,926.00

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

Rent Owing To Hearing Date	\$7,748.50
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	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$137.29
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	\$6,047.21
Plus daily compensation owing for each day of occupation starting July 25, 2024	\$58.85 (per day)