



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

File Number: LTB-L-017289-24

In the matter of: 65 GREENBORO CRES
OTTAWA ON K1T1W7

Between: Jairo Vargas
Diego Vargas

And

Stephane Pelletier
Stephanie Paula Albert

I hereby certify this is a
true copy of an Order dated
AUG 23, 2024

Landlord and Tenant Board

Landlords

Tenants

Jairo Vargas and Diego Vargas (the 'Landlords') applied for an order to terminate the tenancy and evict Stephane Pelletier and Stephanie Paula Albert (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 14, 2024.

Only the Landlords attended the hearing.

As of 2:06 p.m., the Tenants were 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 Landlords' evidence.

Determinations:

1. The Landlords 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 \$2,375.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$78.08. This amount is calculated as follows: \$2,375.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to August 14, 2024, are \$18,609.60.
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 \$2,375.00 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 \$39.04 is owing to the Tenants for the period from December 19, 2023, to August 14, 2024.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including 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. The Landlord indicates that the Tenant had not replied to any attempts by the Landlord to resolve the matter. The Landlord is not aware of any circumstances in which the Board should delay or deny the eviction.
11. As noted, the Tenants did not attend the hearing of this matter and thus, I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$21,170.60 if the payment is made on or before September 3, 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 September 3, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before September 3, 2024.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$16,381.56. 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 \$78.08 per day for the use of the unit starting August 15, 2024, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before September 3, 2024, the Tenants will start to owe interest. This will be simple interest calculated from September 4, 2024, at 7.00% annually on the balance outstanding.

8. If the unit is not vacated on or before September 3, 2024, then starting September 4, 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 September 4, 2024.

August 23, 2024
Date Issued



Jane Dean
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 March 4, 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 September 3, 2024

Rent Owing To September 14, 2024	\$20,984.60
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	\$21,170.60

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

Rent Owing To Hearing Date	\$18,609.60
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	- \$2,375.00
Less the amount of the interest on the last month's rent deposit	- \$39.04
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	\$16,381.56
Plus daily compensation owing for each day of occupation starting August 15, 2024	\$78.08 (per day)

