



## Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023702-24

**In the matter of:** 1, 105 CLEARSPRING RD  
WHITBY ON L1R3J9

**Between:** Town & Country Property Managers

**And**

Latysha denita marie Samuels



Landlord

Tenant

Town & Country Property Managers (the 'Landlord') applied for an order to terminate the tenancy and evict Latysha denita marie Samuels (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 29, 2024.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Joey Kay. The Tenant consulted Tenant Duty Counsel prior to 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 \$2,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,305.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2024 are \$20,895.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord seeks a standard, voidable 11-day order.

### Tenant's Request for Relief

9. The Tenant does not dispute the arrears as claimed by the Landlord and seeks an opportunity to preserve their tenancy.

10. The Tenant testified that she started to accrue arrears due to losing her job and had to take medical leave. While she found another job 7 months later, she lost it again. However, as of the hearing date, the Tenant has been employed for two weeks and is able to repay the debt she owes to the Landlord in \$500.00 installments.
11. The Tenant submits she has lived in the rental unit since June 2023 with her two children 18 and 14 and has had difficulty collecting the child support payments owed to her. She is a single parent with low income and would face substantial difficulty in finding a new home for her family. If she has to move out, she seeks a delay in eviction of 6 months.
12. The Landlord submits that the repayment plan proposed by the Tenant is extensive and it would take 3.5 years for the Tenant to repay her debt. The Landlord believes the tenancy is no longer viable and would be agreeable to a 30-day delay in eviction.

#### ANALYSIS

13. Based on the evidence before the Board, I find the arrears and costs owing to July 31, 2024 total \$21,081.00. This is undisputed by the parties.
14. With respect to the Tenant's request for relief, given the length of this tenancy and the Tenant's personal circumstances, and balancing that with the quantum of arrears owed to the Landlord, I do not find it appropriate to grant a repayment plan. There is no evidence before the Board to support the Tenant's assertion that she would be able to make the \$500.00 payments as the Tenant's own evidence was, she was relying on the child support payments to make these payments – and that she was having difficulty collecting this amount.
15. However, I do find it appropriate to delay eviction given the circumstances. While the Tenant seeks six months, I find that to be extensive. I find it appropriate to grant the Tenant 30 days – this will allow the arrears to remain status quo since there is a last month rent deposit being held and give the Tenant time to secure accommodation.
16. The Landlord collected a rent deposit of \$2,900.00 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.
17. Interest on the rent deposit, in the amount of \$81.64 is owing to the Tenant for the period from June 14, 2023 to July 29, 2024.
18. 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 not be unfair to postpone the eviction until October 15, 2024 pursuant to subsection 83(1)(b) of the Act.
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:**
  - \$21,081.00 if the payment is made on or before July 31, 2024;
  - OR**
  - \$23,981.00 if the payment is made on or before August 31, 2024;
  - OR**
  - \$26,881.00 if the payment is made on or before September 27, 2024;
  - OR**
  - \$29,781.00 if the payment is made on or before October 15, 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 October 15, 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 October 15, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,964.22. 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 \$95.34 per day for the use of the unit starting July 30, 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 October 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from October 16, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before October 15, 2024, then starting October 16, 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 October 16, 2024.



**September 16, 2024**

**Date Issued**

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**Sonia Anwar-Ali**

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 April 16, 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 October 15, 2024**

Rent Owing To October 31, 2024	\$33,900.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,305.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> 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 the Tenant must pay to continue the tenancy</b>	<b>\$29,781.00</b>

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

Rent Owing To Hearing Date	\$25,064.86
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$4,305.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,900.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$81.64
<b>Less</b> 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>\$17,964.22</b>
Plus daily compensation owing for each day of occupation starting July 30, 2024	\$95.34 (per day)