



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-041019-24

In the matter of: 4, 2 WALLACE TERR
SAULT STE. MARIE ON P6C1J8

Between: Kurt Konietzny

And

Travis Valois

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

OCT 18, 2024

Landlord and Tenant Board

Landlord

Tenant

Kurt Konietzny (the 'Landlord') applied for an order to terminate the tenancy and evict Travis Valois (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 4, 2024.

The Landlord's representative, Kristin Markoff, and the Tenant's agent, Andrea Valois, 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 \$861.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$28.31. This amount is calculated as follows: \$861.00 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 September 30, 2024, are \$4,305.00. The Tenant's agent did not contest the amount owing.
7. The Landlord collected a rent deposit of \$780.00 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.
8. Interest on the rent deposit, in the amount of \$112.08 is owing to the Tenant for the period from May 1, 2016, to September 4, 2024.
9. The Landlord agrees to waive the filing fee but is seeking a payment plan in which the Tenant pays half the amount owing by September 4, 2024, and the other half by October 10, 2024.

10. The Tenant's agent states that the Tenant has been in the hospital, but she has been appointed as the power of attorney to deal with the Tenant's financial obligations. She provided that she has no issue paying the owing balance but needs to arrange her and her brother's finances and ensure that the secondary Tenant pays their portion. She proposed that she needs at least two months to pay the owing balance. As the hearing was held on September 4, 2024, and the order is being issued in October, the Tenant's agent has already had considerable time to explore financial support to help pay the arrears. I find that a further delay in the eviction/voiding date is not warranted and would be unduly prejudicial to the Landlord. Accordingly, 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 November 15, 2024, pursuant to subsection 83(1)(b) 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:**

- \$5,166.00 if the payment is made on or before October 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$6,027.00 if the payment is made on or before November 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 November 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 November 15, 2024**
5. The Tenant shall also pay the Landlord compensation of \$28.31 per day for the use of the unit starting September 5, 2024 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before November 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from November 16, 2024 at 6.00% annually on the balance outstanding.
7. If the unit is not vacated on or before November 15, 2024, then starting November 16, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 November 16, 2024.

October 18, 2024
Date Issued



Vinuri Sivalingam
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 May 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 31, 2024

Rent Owing To October 31, 2024	\$5,166.00
Application Filing Fee	\$0.00
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	\$5,166.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 15, 2024

Rent Owing To November 30, 2024	\$6,027.00
Application Filing Fee	\$0.00
NSF Charges	\$0.00
Total the Tenant must pay to continue the tenancy	\$6,027.00

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

Rent Owing To Hearing Date	\$3,557.24
Application Filing Fee	\$0.00
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	- \$780.00
Less the amount of the interest on the last month's rent deposit	- \$112.08
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	\$2,665.16
Plus daily compensation owing for each day of occupation starting September 5, 2024	\$28.31 (per day)