



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

File Number: LTB-L-032781-24

In the matter of: 758 Cope Dr
Stittsville ON K2S2P9

I hereby certify this is a
true copy of an Order dated
OCT 28, 2024

Landlord and Tenant Board

Between: Anson Jacob

Landlord

And

Sarah Viola Palisek
Jason Alexander Rafuse

Tenants

Anson Jacob (the 'Landlord') applied for an order to terminate the tenancy and evict Sarah Viola Palisek and Jason Alexander Rafuse (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on August 12, 2024.

The Landlord, Landlord's Legal Representative, Julie Mohanna, and the Tenants attended the hearing.

Determinations:

1. The Landlord 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 was still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenants has not made any payments since the application was filed.
6. While the Tenants dispute responsibility with respect to their proportionate share of rent arrears, this is a joint tenancy and therefore the Tenants have an obligation to pay rent. I am satisfied based on the submissions and evidence before me and on a balance of probabilities, that the rent arrears owing to August 31, 2024, are \$19,500.00.
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 \$3,000.00 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 \$114.86 is owing to the Tenants for the period from February 1, 2023, to August 12, 2024.
10. Only the Tenant, Sarah Viola Palisek ("SVP") remained in possession of the rental unit. SVP testified that she has two young children and needed time to find a new rental. She acknowledged that she was unable to maintain rent and arrears. SVP was seeking an additional 60 days to find a new accommodations.
11. Given the time that has passed between the hearing and the date this order will issue, SVP has had more than 60 days to find a new rental unit. However, given that she has two young children and that this order covers the rental period commencing November 1, 2024, I find it appropriate to postpone eviction until November 30, 2024.
12. 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 30, 2024 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$25,686.00 if the payment is made on or before October 31, 2024. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$28,686.00 if the payment is made on or before November 30, 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 November 30, 2024, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants 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 November 30, 2024.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$14,754.70. 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 \$98.63 per day for the use of the unit starting August 13, 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 November 30, 2024, the Tenants will start to owe interest. This will be simple interest calculated from December 1, 2024, at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 30, 2024, then starting December 1, 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 December 1, 2024.

October 28, 2024
Date Issued



Nicole Pedron
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 June 1, 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 Tenants 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	\$25,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$25,686.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2024

Rent Owing To November 30, 2024	\$28,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$28,686.00

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

Rent Owing To Hearing Date	\$17,683.56
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$114.86
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$14,754.70
Plus daily compensation owing for each day of occupation starting August 13, 2024	\$98.63 (per day)