



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

File Number: LTB-L-024939-24

In the matter of: 408, 72 JAMES ST N
HAMILTON ON L8R2K5

Between: 1000870452 Ontario Inc.

And

Tina Kant

I hereby certify this is a
true copy of an Order dated
Nov 20, 2024

Landlord and Tenant Board

Landlord

Tenant

1000870452 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tina Kant (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Procedural History:

1. This application was first before me on July 29, 2024. The Landlord's agent, Brenden Hewko, the Landlord's representative, Robert Donmoyer, and the Tenant attended the hearing. At the hearing, the parties requested an order on consent delaying the eviction until August 16, 2024. Due to an administrative error, however, the consent order was not issued.
2. The hearing of this application reconvened on October 25, 2024. The Landlord's agent, the Landlord's representative, and the Tenant 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 \$973.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.01. This amount is calculated as follows: \$973.75 x 12, divided by 365 days.
5. The Tenant has paid \$1,311.40 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2024 are \$7,600.70.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Section 83 issues:

9. 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.
10. The Tenant requested that I exercise my discretion by granting her relief by way of a delayed eviction of three months to allow her time to secure new housing.
11. The Tenant's monthly income is comprised of Ontario Disability Support Program (ODSP) in the amount of \$1,121.00. Her monthly expenses are approximately \$780.00. The monthly rent is to be paid directly by ODSP. The issue, however, is that this has not been happening which has resulted in the arrears.
12. The Tenant explained that she believes ODSP paid her rent directly to the former landlord instead of sending it to the new landlord. The Tenant, however, presented no evidence to support this belief. The Tenant further stated that she is having issues communicating with the City of Hamilton office due to a cyber security attack which resulted in her case being referred to another location. The Tenant testified that she is dealing with a number of health issues but was unable to provide any further details.
13. Under cross-examination, the Tenant was unable to provide any specifics regarding her outreach of ODSP. She was also unable to state how ODSP would be able to pay the rent going forward if they have not been provided with correct information.
14. There is no compelling evidence before me establishing that the rent was paid to the former landlord and that these payments will be forwarded to the new landlord. Based on the Tenant's income and expenses, she is unable to pay the ongoing rent let alone any payments towards the arrears. The arrears are substantial at over \$7,000.00 and I believe it would be prejudicial to the Landlord to extend any relief to the Tenant.

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:**
 - \$8,760.45 if the payment is made on or before November 30, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$9,734.20 if the payment is made on or before December 1, 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 December 1, 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 December 1, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,613.20. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$32.01 per day for the use of the unit starting October 26, 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 December 1, 2024, the Tenant will start to owe interest. This will be simple interest calculated from December 2, 2024 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 1, 2024, then starting December 2, 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 2, 2024.

November 20, 2024
Date Issued


Joshua Labbe
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 2, 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 November 30, 2024

Rent Owing To November 30, 2024	\$9,885.85
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,311.40
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	\$8,760.45

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 1, 2024

Rent Owing To December 31, 2024	\$10,859.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,311.40
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	\$9,734.20

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

Rent Owing To Hearing Date	\$8,738.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,311.40
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$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 amount owing to the Landlord	\$7,613.20
Plus daily compensation owing for each day of occupation starting October 26, 2024	\$32.01 (per day)