



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

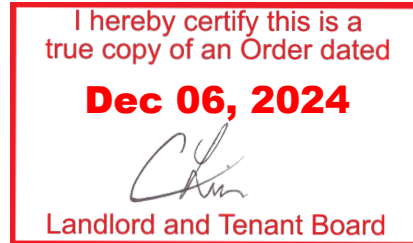
File Number: LTB-L-011840-24

In the matter of: 2, 4859 St. Lawrence Avenue
Niagara Falls ON L2E3Y1

Between: Reda Realty

And

Eric Rogers
Rebecca Manners



Landlord

Tenant

Reda Realty (the 'Landlord') applied for an order to terminate the tenancy and evict Eric Rogers and Rebecca Manners (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 19, 2024.

The Landlord's Agent, Corey McKee and the Tenant, Rebeka Manners attended the hearing.

Determinations:

Preliminary Issue – Amending the Tenant's Name from "Rebecca" to "Rebeka"

1. The Tenant submitted that the Notice of Termination served on the Tenant set out the Tenant's name incorrectly. The Notice stated the Tenant's name as "Rebecca Manners" rather than the correct spelling of "Rebeka Manners."
2. Section 43(1) of the *Residential Tenancies Act, 2006* (the 'Act') does not require that a Tenant's name is set out correctly.
3. Regardless, I find that the misspelling of the Tenant's name amounts to a typographical error and does not invalidate or void the Notice of Termination. I am satisfied that there was no confusion with regards to the notice of termination. In addition, the Tenant had adequate time to prepare for the hearing and attended the hearing prepared to defend the application. Therefore, I found that there was no prejudice to the Tenant in proceeding on this matter.

L1 Application – Non-Payment of Rent

4. 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.

5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,794.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$58.98. This amount is calculated as follows: \$1,794.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to November 30, 2024 are \$18,928.00. The Tenant did not dispute the amount of arrears claimed in the application.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord testified that the last month's rent deposit was applied to the month of April 2023. A last month's rent deposit can only be applied to the last month of the tenancy if the tenancy is terminated. As a result, the last month's rent deposit shall be applied to the last month of the tenancy as ordered below.
12. The Landlord collected a rent deposit of \$1,750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last period of the tenancy if the tenancy is terminated.
13. Interest on the deposit, in the amount of \$99.91 is owing to the Tenant for the period from March 6, 2024 to November 19, 2024.
14. 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 January 3, 2025 pursuant to subsection 83(1)(b) of the Act.
15. This is a short tenancy. The tenancy commenced on March 6, 2022.
16. The Tenant has not paid any rent since December 2023. The Tenant testified that she was unaware that her husband had stopped paying rent in December 2023. The Tenant testified that due to a domestic violence situation, the police removed the Tenant's partner from the rental unit in May 2024.
17. The Tenant testified that she has been receiving Ontario Works since approximately June 28, 2024. The Tenant receives approximately \$1,107.00 from Ontario Works.
18. The Tenant also obtains child tax benefits in the amount of \$898.00 per month for a total income of \$2,005.00 per month.
19. Despite receiving income from Ontario Works and child tax benefits since at least June 2024, the Tenant has not paid anything towards the rent.
20. As the Tenant has not paid and there has been no change in her financial circumstances, I am not convinced that the Tenant is able to afford the rent. As a result, I find that it would not be fair to grant relief from eviction in the form of a payment plan.
21. The Tenant resides in the rental unit with her two children who are 16 years old and 6 years old. The Tenant testified that she and her children will have nowhere to go if evicted.
22. The Tenant requested that in the event I grant termination of the tenancy that I grant a brief delay to January 1, 2025 to allow her to move out of the rental unit. Given the

holidays, I find that it would not be unfair to postpone eviction to January 3, 2025 as per the Tenant's request.

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:**
 - \$20,908.00 if the payment is made on or before December 31, 2024. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$22,702.00 if the payment is made on or before January 3, 2025. 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 January 3, 2025 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 January 3, 2025.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,440.62. 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 \$58.98 per day for the use of the unit starting November 20, 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 January 3, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 4, 2025 at 6.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before January 3, 2025, then starting January 4, 2025, 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 January 4, 2025.

December 6, 2024
Date Issued



Christopher Lin
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 July 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 December 31, 2024

Rent Owing To December 31, 2024	\$20,722.00
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	\$20,908.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 3, 2025

Rent Owing To January 31, 2025	\$22,516.00
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	\$22,702.00

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

Rent Owing To Hearing Date	\$18,254.62
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	- \$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	\$18,440.62
Plus daily compensation owing for each day of occupation starting November 20, 2024	\$58.98 (per day)