



Order under Section 69 Residential Tenancies Act, 2006

Citation: PAYNE v Alves, 2024 ONLTB 91856

Date: 2024-12-12

File Number: LTB-L-050808-24

In the matter of: 1692 HALL AVE
WINDSOR ON N8X4S1

Between: ESLIN M PAYNE

And

Jessica Alves
Dainiella Alves
Pina Alves
Vitor Alves

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

DEC 12, 2024

Landlord and Tenant Board

Landlord

Tenants

ESLIN M PAYNE (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Alves, Dainiella Alves, Pina Alves and Vitor Alves (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

The Landlord also applied for an order to terminate the tenancy and evict the Tenants because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

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

The Landlord, the Landlord's legal representative, S. Shill, the Landlord's property manager N. Payne, and the Tenants J. Alves and P. Alves, 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 were still in possession of the rental unit.
3. The lawful rent is \$2,300.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: $\$2,300.00 \times 12$, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2024 are \$16,100.00.
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 \$2,300.00 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 \$102.55 is owing to the Tenants for the period from February 23, 2023 to December 4, 2024.
10. On June 13, 2024, the Landlord gave the Tenants an N5 notice of termination, alleging that the Tenants failed to put the utilities in their own name as required by their lease agreement.

At the hearing, the parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on January 31, 2025. The Tenants must vacate the rental unit on or before January 31, 2025.
2. If the Tenants fail to move out of the rental unit on or before January 31, 2025, the Tenants shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting December 5, 2024 until the date the Tenant moves out of the unit.
3. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2025, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2025 at 6.00% annually on the balance outstanding.
4. If the unit is not vacated on or before January 31, 2025, then starting February 1, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 February 1, 2025.

December 12, 2024
Date Issued



Nancy Morris
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 August 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 if the tenancy is terminated

Rent Owing To January 31, 2024	\$18,400.00
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 of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$102.55
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	\$16,183.45
Plus daily compensation owing for each day of occupation starting February 1, 2025	\$75.62 (per day)