



Jan 08, 2025

Landlord and Tenant Board

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

File Number: LTB-L-061695-24

In the matter of: 16, 248 HILDA ST
ORILLIA ON L3V1J1

Between: Balmoral Developments Hilda Inc. Landlord

And

Gregory Dorion Tenant
Kimberly McGregor

Balmoral Developments Hilda Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Gregory Dorion and Kimberly McGregor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 29, 2024.

The Landlord's Agent, Erwin Kirtz, the Landlord's Legal Representative, Nicole Fazzari and the Tenant, Kimberly McGregor 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 \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 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 October 31, 2024 are \$9,500.00.
7. The Tenant did not dispute the amount of rent arrears claimed in this application.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,900.00 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.

10. Interest on the rent deposit, in the amount of \$138.10 is owing to the Tenant for the period from May 27, 2021 to October 29, 2024.
11. 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.
12. The Tenant testified that she is a single mother of a child with special needs.
13. The Tenant testified that she earns roughly \$3,000.00 per month working part-time and has been working the same job for 2 years. The Tenant testified about her monthly expenses which total nearly the full amount of the Tenant's income.
14. The Tenant testified that she is able to pay an additional \$200.00 to \$300.00 per month towards the arrears.
15. However, the Tenant has not paid anything since the application was filed and there was no evidence that there has been any change in the Tenant's circumstances that will allow her to make the payment plan she proposes.
16. As a result, I find that it would be unfair to grant relief in the form of a payment plan.
17. I also find that it would be unfair to postpone eviction as I am not satisfied that the Tenant can afford to make payments towards the rent and the arrears.

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:**
 - \$15,386.00 if the payment is made on or before January 19, 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 19, 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 19, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,559.53. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$62.47 per day for the use of the unit starting October 30, 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 19, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 19, 2025, then starting January 20, 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 20, 2025.

January 8, 2025

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 20, 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 January 19, 2025

Rent Owing To January 31, 2025	\$15,200.00
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	\$15,386.00

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

Rent Owing To Hearing Date	\$9,411.63
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	- \$1,900.00
Less the amount of the interest on the last month's rent deposit	- \$138.10
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	\$7,559.53
Plus daily compensation owing for each day of occupation starting October 30, 2024	\$62.47 (per day)