



MAY 30, 2024

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

Citation: Amodeo v Griffin, 2024 ONLTB 39192

Date: 2024-05-30

File Number: LTB-L-089579-23

In the matter of: 740 FLEET ST
KINGSTON ON K7M5A5

Between: Deborah Amodeo Landlords
Roland Shillington

And

Cynthia Griffin Tenants
Henry Francis

Deborah Amodeo and Roland Shillington (the 'Landlords') applied for an order to terminate the tenancy and evict Cynthia Griffin and Henry Francis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 3, 2024.

The Landlord, Deborah Amodeo, the Landlords' representative, Glenn Gosling and the Tenants attended the hearing.

Determinations:

1. The Landlords 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 \$2,839.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$93.34. This amount is calculated as follows: \$2,839.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2024 are \$22,505.00.
7. The Landlords 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.

Relief from eviction

9. 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 June 30, 2024 pursuant to subsection 83(1)(b) of the Act.

10. The Landlord's representative testified that they attempted to communicate with the Tenant regarding a repayment plan starting in September 2023 and every month up until the hearing date. The Landlord received a response in which the Tenant paid an additional amount toward the arrears. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant in accordance with section 83(6) of the Act.

11. The Landlord sought an eviction order based on the amount of the arrears. The arrears were described as substantial with no payments made by the Tenants since the application was filed.

12. The Tenants want to preserve their tenancy and avoid eviction. The Tenant, Henry Francis (HF) testified that there was an unfortunate situation in which he hit a pedestrian during the annual homecoming at a local university. Due to the media coverage, he lost his employment, lost his business and has had a difficult time finding stability as he was charged in the death of the pedestrian. He has subsequently been cleared of the charges however, he is in financial difficulty as a result.

13. The Tenant Cynthia Griffin (CG) testified that she is currently employed and works at Kingston General Hospital as a patient care assistant. Her monthly income is \$3,700.00, the family also receives \$1,250.00 in Canada Child tax benefit however, these sources of income do not cover all of their expenses. The total amount of the family's expenses amounts to approximately \$3,952.00 which does not include the monthly rent amount.

14. The Tenants attempted to secure financial assistance from the Salvation army and EPIC, however they were told that they make too much as such, they were unable to propose a repayment plan to the Landlord.

15. The Tenants testified that they have three children ages 19,15 and 14. The youngest child has had a difficult time since the family's has fell on hard times. The Tenants requested at least 4-5 months to find a new place to maintain stability for the family.

16. I find it would be unfair to grant the lengthy delay the Tenants requested. The Tenants limited income suggest there is no viable way for the Tenants to pay the rent or the arrears in a reasonable amount of time. There are substantial rent arrears owing with a small payment to the Landlord and no plan for how to pay the rent and arrears. Therefore, I find there is no realistic way to impose a payment plan since there is no evidence supporting how any repayment plan could be satisfied.

17. I do however find that delay until June 30, 2024 is fair in the circumstances, as the Tenants have a change to arrange their affairs and move or pay off the arrears and void the eviction order if she is able.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.

2. **The Tenants may void this order and continue the tenancy by paying to the Landlords:**

- \$25,530.00 if the payment is made on or before May 31, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$28,369.00 if the payment is made on or before June 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 June 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 June 30, 2024**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$20,132.02. 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 Tenants shall also pay the Landlords compensation of \$93.34 per day for the use of the unit starting April 4, 2024 until the date the Tenants move out of the unit.

7. If the Tenants do not pay the Landlords the full amount owing on or before June 30, 2024, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2024 at 7.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 30, 2024, then starting July 1, 2024, the Landlords 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 Landlords on or after July 1, 2024.

May 30, 2024
Date Issued



Camille Clyne
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 January 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 May 31, 2024

Rent Owing To May 31, 2024	\$25,344.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Total the Tenants must pay to continue the tenancy	\$25,530.00

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

Rent Owing To June 30, 2024	\$28,183.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Total the Tenants must pay to continue the tenancy	\$28,369.00

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

Rent Owing To Hearing Date	\$19,946.02
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords 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
Total amount owing to the Landlords	\$20,132.02
Plus daily compensation owing for each day of occupation starting April 4, 2024	\$93.34 (per day)