



Order under Section 69 Residential Tenancies Act, 2006

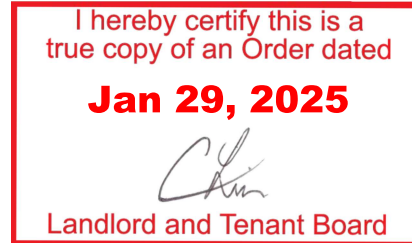
File Number: LTB-L-080385-24

In the matter of: 1, 334 Browning Trail
Barrie ON L4N5C1

Between: Melanie Williamson
Ryan Williamson

And

Andrew Valenzuela
Tori Craig



Landlords

Tenants

Melanie Williamson and Ryan Williamson (the 'Landlords') applied for an order to terminate the tenancy and evict Andrew Valenzuela and Tori Craig (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 15, 2025.

The Landlords' Legal Representative, Cassandra Weatherston, the Landlord, Ryan Williamson and the Tenant, Andrew Valenzuela 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 \$2,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,450.00 to the Landlords since the application was filed.
6. The rent arrears owing to January 31, 2025 are \$9,800.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,450.00 from the Tenants and this deposit is still being held by the Landlords. 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 \$33.90 is owing to the Tenants for the period from June 28, 2024 to January 15, 2025.
10. 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 February 28, 2025 pursuant to subsection 83(1)(b) of the Act.
11. The Landlords requested I deny the Tenants' proposed payment plan as the tenancy only began in July 2024 and the Tenants immediately fell into arrears.
12. The Tenant, Andrew Valenzuela ('AV') admitted in cross-examination that he has only paid for three months out of the entire duration of the tenancy.
13. AV testified that he fell into arrears as he lost work as a landscaper due to issues with his vehicle.
14. AV testified that he has started new work as a snow remover in mid-December 2024, earning approximately \$2,500.00 per month. AV also testified that his fiancé obtains EI in the amount of \$1,400.00 per month for a total household income of \$3,900.00 per month. AV testified about his monthly expenses and testified he is able to contribute an additional \$250.00 per month for February 2025 and March 2025 on top of the monthly rent.
15. AV testified that starting in April, he will have contracts for work earning between \$5,000.00 to \$10,000.00 per month.
16. AV also testified that as of April 2025, he will be able to contribute an additional \$4,000.00 per month on top of the monthly rent.
17. The Tenants have made minimal attempts in the short duration of the tenancy to pay the rent, having only paid three months of the seven month tenancy and has not paid anything towards the rent since October 2024.
18. In addition, AV testified that he will be obtaining contracts and earning approximately \$5,000.00 per month to \$10,000.00 per month. This is a wide range and there is no supporting evidence that AV will be obtaining the income he asserts. As a result, I was not satisfied, on a balance of probabilities, that AV will obtain the income he claims.
19. As a result, based on the evidence before me, I find that it would be unfair to grant relief from eviction in the form of a payment plan. While the Te
20. With regards to whether to delay or deny eviction, AV asserts that his fiancé is pregnant and as a result, there would be serious prejudice if the Tenants are evicted.
21. Given the Tenants' circumstances, I find that it would not be unfair to grant a brief delay of eviction until February 28, 2025 to allow the Tenants some additional time to move out of the rental unit. The prejudice to the Landlords is somewhat offset by the fact that the Landlords have a last month's rent deposit.

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 or to the LTB in trust:**

- \$9,986.00 if the payment is made on or before January 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,436.00 if the payment is made on or before February 28, 2025. 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 February 28, 2025 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 February 28, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$6,260.35. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlords compensation of \$80.55 per day for the use of the unit starting January 16, 2025 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 February 28, 2025, the Tenants will start to owe interest. This will be simple interest calculated from March 1, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2025, then starting March 1, 2025, 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 March 1, 2025.

January 29, 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 September 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 January 31, 2025

Rent Owing To January 31, 2025	\$12,250.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,450.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owe the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$9,986.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 9, 2025

Rent Owing To February 28, 2025	\$14,700.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,450.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owe the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$12,436.00

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

Rent Owing To Hearing Date	\$11,008.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,450.00
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	- \$2,450.00
Less the amount of the interest on the last month's rent deposit	- \$33.90
Less the amount the Landlords owe 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 Landlords	\$6,260.35
Plus daily compensation owing for each day of occupation starting January 16, 2025	\$80.55 (per day)