



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-041766-24

In the matter of: 37, 60 ELMSDALE DR
KITCHENER ON N2E2G4

Between: Nkrumah Nicholas Thompson

And

Amanda Kelloway
Joseph Bradford

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

MAR 05, 2025

Landlord and Tenant Board

Landlord

Tenants

Nkrumah Nicholas Thompson (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Kelloway and Joseph Bradford (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 27, 2025.

Only the Landlord attended the hearing.

As of 1:20 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The amount of rent arrears claimed by the Landlord exceeds the Board's monetary jurisdiction. Section 207(1) of the Act states that the Board's monetary jurisdiction is the same as the Small Claims Court's jurisdiction, which is currently \$35,000.00. Proceeding with this application at the Board extinguishes any rights the Landlord may have to pursue the full amount owing at the Superior Court. The Landlord was made aware of the Board's monetary jurisdiction and chose to proceed with this application.
2. 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.
3. As of the hearing date, the Tenants were still in possession of the rental unit.
4. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
6. The Tenants have not made any payments since the application was filed.

7. The rent arrears owing to February 28, 2025, are \$42,155.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from Eviction

10. The Landlord has tried to reach out to the Tenants with regards to the non-payment of rent and those attempts have failed. The Landlord is suffering financially as the very next month the Tenants moved in, they stopped paying rent.
11. The Tenants did not attend the hearing to provide evidence of their personal circumstances and the Landlord was unaware of any specific circumstances of the Tenants that would suggest I ought to delay eviction. The arrears are substantial therefore a standard 11-day order will be issued.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. The Tenants are being ordered to pay \$35,000.00 plus the Landlord's costs, which is the Board's maximum monetary jurisdiction. However, if the Tenants choose to void this order and continue the tenancy, they must pay the full amount of arrears owing to the Landlord.

It is ordered that:

1. The tenancy between the Landlord 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 Landlord or to the LTB in trust:**
 - \$45,241.00 if the payment is made on or before March 16, 2025, 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 March 16, 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 March 16, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$35,186.00. 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 Landlord compensation of \$95.34 per day for the use of the unit starting February 28, 2025 until the date the Tenants moves out of the unit.

7. If the Tenants do not pay the Landlord the full amount owing on or before March 16, 2025, the Tenants will start to owe interest. This will be simple interest calculated from March 17, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 16, 2025, then starting March 17, 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 March 17, 2025.

March 5, 2025

Date Issued

Paula West Oreskovich

Paula West Oreskovich

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 17, 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 March 16, 2025

Rent Owing To March 31, 2025	\$45,055.00
Application Filing Fee	\$186.00
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 the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$45,241.00

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

Rent Owing To Hearing Date	\$41,829.18
Application Filing Fee	\$186.00
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	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Less the amount that exceeds the jurisdiction amount	-\$6,829.18
Total amount owing to the Landlord	\$35,186.00