



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

**File Number:** LTB-L-083316-24

**In the matter of:** 453 GEORGE ST  
PORT STANLEY ON N5L0B1

**Between:** Richard Moore

**And**

Derek Silva

I hereby certify this is a  
true copy of an Order dated  
**FEB 20, 2025**  
  
Landlord and Tenant Board

Landlord

Tenant

Richard Moore (the 'Landlord') applied for an order to terminate the tenancy and evict Derek Silva (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 3, 2025. The Landlord's Legal Representative, Susana Pereira, and the Tenant 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 \$2,500.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,800.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 14, 2025, are \$15,700.00.
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 \$2,500.00 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.
9. Interest on the rent deposit, in the amount of \$159.08 is owing to the Tenant for the period from July 20, 2022 to February 3, 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 March 14, 2025 pursuant to subsection 83(1)(b) of the Act. The

Landlord seeks a standard order; that is, an order which can be enforced 11 days after the date of its issuance, because the arrears are substantial, and the Tenant admitted to not paying the Landlord partially out of spite.

11. The Tenant is a part-time parent of three children. His work had decreased, and he has been working only four days each week since about August or September of 2023, which has made paying his rent difficult. The Tenant seeks 45 days to terminate the tenancy. The Tenant put forward no plan to address ongoing rent nor the arrears which would give the Board confidence that he can make his rent payments or arrears payments going forward.
12. Given the Tenant's evidence and the quantum of the arrears, I am the view that a delay for 45 days to terminate the tenancy is overly prejudicial to the Landlord. A short extension to the termination date gives the Tenant some additional time to find alternate accommodations but limits further prejudice to the Landlord.

**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:**
  - \$18,386.00 if the payment is made on or before March 14, 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 March 14, 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 March 14, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,370.72. 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 \$82.19 per day for the use of the unit starting February 4, 2025 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 March 14, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 15, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 14, 2025, then starting March 15, 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 15, 2025.

**February 20, 2025**  
**Date Issued**

  
\_\_\_\_\_  
Jane Dean  
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 15, 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 March 14, 2025**

Rent Owing To March 14, 2025	\$20,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,800.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$18,386.00</b>

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

Rent Owing To Hearing Date	\$16,643.80
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,800.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$159.08
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$12,370.72</b>
Plus daily compensation owing for each day of occupation starting February 4, 2025	\$82.19 (per day)

