



Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the **Statutory Powers Procedure Act**

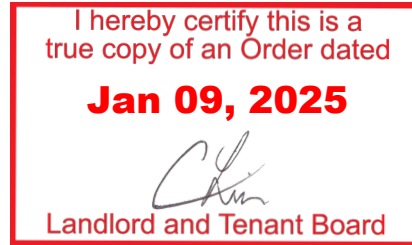
File Number: LTB-L-062414-24-AM

In the matter of: 508, 105 ONEIDA CRES
RICHMOND HILL ON L4B 0H6

Between: Theresa Younghwa Oh

And

Sherina Iona Moulton
Devon Jacod Peter Lewis



Landlord

Tenants

Theresa Younghwa Oh (the 'Landlord') applied for an order to terminate the tenancy and evict Sherina Iona Moulton and Devon Jacod Peter Lewis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on October 31, 2024.

The Landlord's Legal Representative, Khurram Daniyal and the Tenants, Sherina Iona Moulton attended the hearing.

This order is amended to correct clerical errors in the order issued on December 16, 2024.

Determinations:

Tenant's Request to Adjourn

1. Sherina Iona Moulton ('SM') testified at the hearing that she did not receive a copy of the Notice of Hearing. The Board's records indicate that the Notice of Hearing was sent via email and mail to the Tenants.
2. While the mailed copy did return to the Board, a copy of the Notice of Hearing was emailed to the Tenants on August 12, 2024.
3. **The Landlord advised the Board of the clerical error in the address after the hearing. Although this supports the Tenant's assertion that they did not receive the notice of hearing by mail, this does not change my finding with regards to the Tenant having received the Notice of Hearing by email.**
4. **The N4 Notice of Termination contains the correct rental address and so the issue of the rental address in the L1 does not render the notice invalid.**
5. As a result, I find that the Tenants were provided with notice of hearing and had ample time to prepare for the hearing.

6. I find that it is more likely that the Tenant was aware of the hearing and is trying to delay the hearing by arguing that the address was set out incorrectly.
7. As a result, I denied the Tenant's request to adjourn.

L1 Application – Non-Payment of Rent

8. 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.
9. As of the hearing date, the Tenants were still in possession of the rental unit.
10. The lawful rent is \$2,900.00. It is due on the **15th** day of each month.
11. 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.
12. The Tenants have paid \$220.00 to the Landlord since the application was filed.
13. SM did not dispute the amount of arrears claimed by the Landlord in this application.
14. The rent arrears owing to November 14, 2024 are \$20,465.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$2,900.00 from the Tenants 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.
17. Interest on the rent deposit, in the amount of \$69.92 is owing to the Tenants for the period from November 15, 2023 to October 31, 2024.
18. 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 Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
19. The Tenants, Sherina Iona Moulton ('SM') testified that she had to return to Jamaica in December 2023 as she had sick family members in Jamaica she had to visit or care for. SM testified that due to a loss in the family she again had to return to Jamaica in April 2024. SM testified that the frequent trips to Jamaica caused the Tenants to incur expenses she did not anticipate.
20. SM also testified that the other Tenants, Devon Jacod Peter Lewis' ('DL') hours had been cut, further impacting their ability to pay the rent.
21. SM testified that DL was employed in October 2024, earning roughly \$50,000.00 to \$60,000.00 per year plus tips. SM also testified that she earns roughly \$2,000.00 per month.
22. SM also testified that she earns roughly \$680.00 per month in child tax benefits.

23. SM testified that she can pay an additional \$1,450.00.00 per month on top of the rent towards the arrears.
24. SM did not provide any supporting evidence of her income. Further, despite earning income including child tax benefits, the Tenants have not paid any rent in several months and the arrears were over \$20,000.00 as of the date of the hearing.
25. As a result, I was not satisfied that the Tenants are able to pay the monthly rent and to make payments towards the arrears. As a result, I find that this is not an appropriate case to grant relief from eviction in the form of a payment plan.
26. Given the amount of the arrears, I find that it would be unfair to postpone termination of the tenancy.

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:**
 - \$23,551.00 if the payment is made on or before December 14, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$26,451.00 if the payment is made on or before December 27, 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 December 27, 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 December 27, 2024.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$16,401.86. 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 Tenants. 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 November 1, 2024 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before December 27, 2024, the Tenants will start to owe interest. This will be simple interest calculated from December 28, 2024 at 6.00% annually on the balance outstanding.

8. If the unit is not vacated on or before December 23, 2024, then starting December 28, 2024, 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 December 28, 2024.

December 16, 2024
Date Issued



Christopher Lin
Member, Landlord and Tenant Board

January 9, 2025
Date Amended

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 June 2, 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 December 14, 2024

Rent Owing To December 14, 2024	\$23,585.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$220.00
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 are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$23,551.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before December 23, 2024

Rent Owing To January 14, 2025	\$26,485.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$220.00
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 are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$26,451.00

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

Rent Owing To Hearing Date	\$19,405.78
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$220.00
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	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$69.92
Less the amount the Landlord owes 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 Landlord	\$16,401.86
Plus daily compensation owing for each day of occupation starting November 1, 2024	\$95.34 (per day)