



Order under Section 69 Residential Tenancies Act, 2006

Citation: 1000641111Ontario Inc. V Nightenggale, 2024 ONLTB 2353

Date: 2024-01-03

File Number: LTB-L-049216-23

In the matter of: 840 ALICE ST
WOODSTOCK ON N4S2J3

Between: 1000641111Ontario Inc.

And

Marie Nightenggale

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

JAN 03, 2023

Landlord and Tenant Board

Landlord

Tenant

1000641111Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Marie Nightenggale (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 20, 2023.

The Landlord's Legal Representative L. Duchene and the Tenant attended the hearing.

Determinations:

1. The Landlord's Legal Representative stated that the Landlord of the rental unit has legally changed from CA Pierre Inc c/o Larlynn Property Management Ltd to 1000641111Ontario Inc. The sale of the property completed on December 1, 2023. Evidence for the same was submitted. The application is amended to reflect the Landlord as 1000641111Ontario Inc.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,750.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$57.53. This amount is calculated as follows: \$1,750.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to December 31, 2023 are \$22,150.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

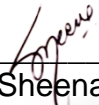
9. The Landlord collected a rent deposit of \$1,750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$50.58 is owing to the Tenant for the period from October 25, 2022 to December 20, 2023.
11. 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 January 28, 2024 pursuant to subsection 83(1)(b) of the Act.
12. The Tenant testified that she has not paid rent since February 2023. She even tried to raise a maintenance issue that was dealt with by the Property Manager in May 2023. I advised the Tenant to raise her own application for the same if she chooses to. The Tenant also testified that she had an emergency surgery in October 2023 and because of the rehabilitation process, she lost her job in December 2023. She has found a new job and will be starting from December 27, 2023. She is willing to make \$400.00 a month to pay off the rent arrears. The Tenant also testified that she prioritized other bills over her rent payments.
13. The Landlord's Legal Representative objected to the payment plan due to the high arrears and the length of time that will take to complete the same. I find that the Tenant's payment plan is not feasible, and the rent arrears are high. Granting the Tenant extra time will be prejudicial to the Landlord as well. The Tenant will have time till January 28, 2024, to move out of the rental unit.

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:**
 - \$24,086.00 if the payment is made on or before January 28, 2024. 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 January 28, 2024 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 January 28, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,936.02. 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 \$57.53 per day for the use of the unit starting December 21, 2023 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 January 14, 2024, the Tenant will start to owe interest. This will be simple interest calculated from January 15, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 28, 2024, then starting January 29, 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 January 29, 2024.

January 3, 2024
Date Issued



Sheena Brar
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 July 29, 2024 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 January 28, 2024

Rent Owing To January 31, 2024	\$23,900.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$24,086.00

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

Rent Owing To Hearing Date	\$21,550.60
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$50.58
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$19,936.02
Plus daily compensation owing for each day of occupation starting December 21, 2023	\$57.53 (per day)