



**JAN 27, 2025**

*Karen Gonçalves*  
Landlord and Tenant Board

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

**File Number: LTB-L-078611-24**

**In the matter of:** 7 Michelle Drive  
Orillia ON L3V0B3

**Between:** John Lancia Landlord

**And**

Karen Barber-Davies Tenant

John Lancia (the 'Landlord') applied for an order to terminate the tenancy and evict Karen Barber-Davies (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 9, 2025.

The Landlord, the Landlord's representative, Maria Lancia, and the Tenant attended the hearing.

**Determinations:**

*Preliminary Issue*

1. The Landlord's representative requested the application be amended to identify the correct address of the rental, i.e. 7 Michelle Drive in Orillia, instead of 7 Michelle Drive in Woodbridge. She submitted that the address on the N4 notice and the place where the N4 notice was served is 7 Michelle Drive, Orillia, Ontario, L3V 0B3. She stated that the postal code set out in the application matches the address in Orillia. The Tenant did not dispute that she received the N4 notice and that the rental unit is located in Orillia, not Woodbridge. As such, I exercised my discretion to amend the application to indicate that the city in which the rental unit is located is Orillia.

*The Application*

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 \$1,900.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 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 January 31, 2025 are \$11,400.00. The Tenant does not dispute this amount.
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 \$1,900.00 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 \$138.88 is owing to the Tenant for the period from August 1, 2020 to January 9, 2025.

*Section 82 issues*

11. The Board's file indicates that the Tenant filed evidence with the Board on January 3, 2025 purporting to raise various maintenance issues in accordance with section 82 of the *Residential Tenancies Act, 2006* (the 'Act').
12. Section 82(2)(1) states "*The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.*" Furthermore, the Board's rules 19.4 and 19.5 state:

**19.4** Unless the LTB has directed or ordered otherwise, a tenant who intends to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears shall provide the other parties and the LTB with the following at least 7 days before the scheduled CMH or hearing:

1. written description of each issue the tenant intends to raise; and
2. copy of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing

**19.5** A tenant who fails to provide the LTB and other parties with a written description of each issue they intend to raise at the hearing as required in Rule 19.4 shall not be permitted to raise issues under sections 82(1) or 87(2) of the RTA during a hearing for a landlord's application about rent arrears unless the LTB is satisfied that the tenant could not comply with the requirements. The Tenant admitted that she did not provide any advance notice to the Landlord of her intention to raise section 82 issues.

13. The Tenant admitted that she did not provide the Landlord with a copy of her evidence prior to the hearing. As such, I advised the Tenant that her maintenance issues would not be considered under s.82 of the Act, but only under section 83 as reasons I might deny or delay the eviction. The Tenant stated that she intended to file T6 and T2 applications after the hearing.

*Relief from eviction*

14. The Tenant stated that she lives in the rental unit with her two children (ages 11 and 12), one of whom has special needs. She stated that she is currently on leave from work and waiting for her EI to begin. She currently receives approximately \$4,000.00 a month for child and spousal support and baby bonus.
15. The Tenant stated that she had stopped paying her rent because the Landlord refused to address maintenance issues (i.e. toilet issues for one). She stated that she would start paying her rent and proposed a payment plan which would see her pay an additional \$500 per month towards the arrears. This equated to a two-year payment plan. Alternatively, she proposed paying \$3,000.00 within two weeks, plus \$500.00 per month over eighteen months. Finally she stated that she could pay the Landlord the entire amount that was owing.
16. The Tenant stated that if the tenancy is terminated, she would require an additional two months to move, to the end of March 2025.
17. The Landlord's representative stated that the Landlord does not agree to either a two year or an eighteen-month payment plan, submitting that there have been issues in the past with the Tenant paying her rent late. She stated that the Tenant's failure to pay rent has caused financial difficulties for the Landlord. He still has expenses to pay.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I say this because the Tenant has stated that she put aside all of the rent money she did not pay to the Landlord and can pay the entire amount of the rent arrears.

**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:**
  - \$11,586.00 if the payment is made on or before January 31, 2025. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$13,486.00 if the payment is made on or before February 7, 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 February 7, 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 February 7, 2025.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,209.35. 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 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 \$62.47 per day for the use of the unit starting January 10, 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 February 7, 2025, the Tenant will start to owe interest. This will be simple interest calculated from February 8, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 7, 2025, then starting February 8, 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 February 8, 2025.

**January 27, 2025**  
**Date Issued**

  
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Karen Gonçalves  
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 August 8, 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 January 31, 2025**

|  |                    |
|--|--------------------|
| Rent Owing to January 31, 2025   | \$11,400.00        |
| 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 | - \$0.00           |
| <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>\$11,586.00</b> |

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 7, 2025**

|  |                    |
|--|--------------------|
| Rent Owing to February 28, 2025  | \$13,300.00        |
| 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 | - \$0.00           |
| <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>\$13,486.00</b> |

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

|  |              |
|--|--------------|
| Rent Owing to Hearing Date   | \$10,062.23  |
| 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 | - \$0.00     |
| <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                                | - \$1,900.00 |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$138.88   |
| <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>\$8,209.35</b>    |
| Plus daily compensation owing for each day of occupation starting January 10, 2025 | \$62.47<br>(per day) |