



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

**Citation:** 2345703 Ontario Inc. v St. Germaine, 2023 ONLTB 56434

**Date:** 2023-08-21

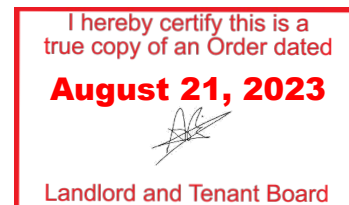
**File Number:** LTB-L-063771-22

**In the matter of:** 204 A, 1645 SIMCOE ST N  
OSHAWA ON L1G4X8

**Between:** 2345703 Ontario Inc.

**And**

Jesse Nicholas St. Germaine and Lisa  
Chambers



Landlord

Tenants

2345703 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jesse Nicholas St. Germaine and Lisa Chambers (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. The Landlord also claimed charges related to NSF cheques. (L1 application)

This L1 application was heard by videoconference on May 8, 2023.

Only the Landlord's Agent, Peter Bowers, attended the hearing.

As of 2:23 pm, 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. The Landlord's Agent indicated that the Tenants had informed him that they would not be attending this hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **Determinations:**

1. The Landlord served the Tenants 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 Tenants were still in possession of the rental unit.
3. As of March 1, 2023, the monthly rent increased from \$683.10 to \$700.18. Rent is due on the 1st day of each month.
4. Based on the current monthly rent, the daily rent/compensation is \$23.02. This amount is calculated as follows: \$700.18 x 12, divided by 365 days.
5. The Tenants have paid \$5,942.00 to the Landlord since the L1 application was filed. This amount includes the most recent payment of \$700.00 made by the Tenants on May 4, 2023.

6. Taking into account the amount paid in paragraph 5 above, the rent arrears owing to May 31, 2023 are \$257.14.
7. The Landlord claimed in the L1 application, a \$60.00 amount to reimburse the Landlord for administration charges and \$15.00 for bank fees the Landlord incurred as a result of 3 cheques given by or on behalf of the Tenants which were returned NSF. However, this amount was not supported by any evidence, neither in the L1 application nor in the L1 update sheet submitted for the hearing. As a result, the total amount of \$75.00 claimed is not included in the order below.
8. As part of the L1 update sheet submission, the Landlord included a copy of the repayment plan that had been agreed upon by the parties, but was not complied with by the Tenants.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$675.00 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.
11. Interest on the rent deposit, in the amount of \$43.02 is owing to the Tenants for the period from March 1, 2019 to May 8, 2023.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), {including the impact of COVID-19 on the parties and 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.
13. The order below also accounts for additional months of rent that have become due since the hearing date, but this order does not take into account any rent or arrears payments the Tenants may have made after the hearing date. As a result, the parties will need to account for any additional payments made by the Tenants, separately.

**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:**
  - \$2,618.68 if the payment is made on or before August 31, 2023. See Schedule 1A for the calculation of the amount owing.

**OR**

  - \$3,318.86 if the payment is made on or before September 1, 2023. See Schedule 1B 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 September 1, 2023 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 September 1, 2023.**
5. As of the date of the hearing (May 8, 2023), the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application and unpaid NSF charges the Landlord is entitled to by \$715.90. See Schedule 1C for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$23.02 per day for compensation for the use of the unit starting May 9, 2023 until the date the Tenants move out of the unit.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before September 1, 2023, then starting September 2, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 September 2, 2023.

**August 21, 2023**

**Date Issued**

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6



Alex Brkic

Member, Landlord and Tenant Board

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 March 2, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2023**

Rent Owing to May 31, 2023	\$6,199.14
New Rents Now Owing for June 2023, July 2023 and August 2023	\$2,100.54
Application Filing Fee	\$186.00
NSF Charges	\$75.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$5,942.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$2,618.68</b>

**B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 1, 2023**

Rent Owing To September 30, 2023	\$8,999.86
Application Filing Fee	\$186.00
NSF Charges	\$75.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$5,942.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$3,318.86</b>

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

Rent Owing To Hearing Date (May 8, 2023)	\$5,683.12
Application Filing Fee	\$186.00
NSF Charges	\$75.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$5,942.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$675.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$43.02
<b>Total amount owing to the Landlord</b>	<b>\$(715.90)</b>
Plus daily compensation owing for each day of occupation starting May 9, 2023	\$23.02 (per day)