



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

File Number: LTB-L-032455-24

**In the matter of:** 429 GLOUCESTER ST N  
CORNWALL ON K6H3X3

**Between:** Scott Young and Anik Labelle

**And**

Donna Lee Robinson

I hereby certify this is a  
true copy of an Order dated  
**AUG 28, 2024**  
*Justin Leung*  
Landlord and Tenant Board

Landlords

Tenant

Scott Young and Anik Labelle (the 'Landlords') applied for an order to terminate the tenancy and evict Donna Lee Robinson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 12, 2024.

The Landlord's Legal Representative, Lisa Lynn Duchene, and the Tenant attended the hearing.

Preliminary Matter:

1. The Tenant had requested an adjournment, due to health issues which affected their ability to participate in the hearing. The Landlord's Legal Representative did not support the adjournment and requested the application be heard. Based on this, I granted the adjournment. The Landlord's Legal Representative requested that I consider imposing a 'pay on time' for rent provision for the Tenant, from now until the next scheduled hearing. The Tenant raised concerns with this request and subsequently rescinded their adjournment request. As such, we proceeded to merits hearing of the application.

**Determinations:**

1. The Landlords 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 \$1,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows: \$1,250.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,440.00 to the Landlords since the application was filed.
6. The rent arrears owing to August 31, 2024 are \$1,810.00.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,250.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$47.43 is owing to the Tenant for the period from February 6, 2023 to August 12, 2024.
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 October 27, 2024 pursuant to subsection 83(1)(b) of the Act. The Tenant testified that she has access to social assistance programs and is seeking additional support. She stated that she is a senior and unable to work due to medical issues. It is noted that the Tenant's monthly income from social assistance programs would not be able to pay the monthly rent. In consideration of this, I believe a postponed eviction by two months to October 27, 2024 is appropriate to provide the Tenant additional time to assess additional social assistance programs to possibly address the rent arrears and preserve the tenancy.

**It is ordered that:**

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
  - \$1,996.00 if the payment is made on or before August 31, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$3,246.00 if the payment is made on or before September 30, 2024. See Schedule 1 for the calculation of the amount owing.

**OR**

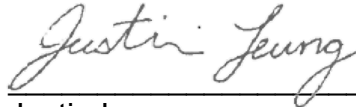
  - \$4,496.00 if the payment is made on or before October 27, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after October 27, 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 October 27, 2024**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing

the application the Landlords are entitled to by \$58.23. See Schedule 1 for the calculation of the amount owing. However, the Landlords are authorized to deduct from the amount owing to the Tenant \$41.10 per day for compensation for the use of the unit starting August 13, 2024 until the date the Tenant moves out of the unit.

6. The Landlords or the Tenant 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 October 27, 2024, then starting October 28, 2024, the Landlords 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 October 28, 2024.

**August 28, 2024**

**Date Issued**



Justin Leung

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 April 28, 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 August 31, 2024**

Rent Owing To August 31, 2024	\$6,250.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$4,440.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owe 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>\$1,996.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2024**

Rent Owing To September 30, 2024	\$7,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$4,440.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owe 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>\$3,246.00</b>

**C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 27, 2024**

Rent Owing To October 31, 2024	\$8,750.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$4,440.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlords owe 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>\$4,496.00</b>
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**D. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$5,493.20
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$4,440.00
<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	- \$1,250.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$47.43
<b>Less</b> the amount the Landlords owe 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 Landlords</b>	<b>\$(58.23)</b>
Plus daily compensation owing for each day of occupation starting August 13, 2024	\$41.10 (per day)