



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

*CMD*

**Citation:** Hegyi v Mclean, 2024 ONLTB 8681

**Date:** 2024-02-07 **File Number:** LTB-L-048505-22-HR

**In the matter of:** Unit 2, 16 DUFFERIN ST  
BARRIE ON L4N2J7

**Between:** Jesse Hegyi Landlord

**And**

Adam Corrado Mclean and Brie Melmore Tenants

Jesse Hegyi (the 'Landlord') applied for an order to terminate the tenancy and evict Adam Corrado Mclean and Brie Melmore (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 22, 2023.

The Landlord's Representative, Stephen Robins, the Landlord, Jesse Hegyi, and the Tenant, Brie Melmore attended the hearing. I asked Brie Melmore if they were speaking for the other named Tenant, Adam McLean. Brie Melmore advised that they were not speaking for the other Tenant and could not provide explanation as to why the other Tenant was not in attendance.

**Determinations:**

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$40,000.00.

7. The amount of rent arrears claimed by the Landlord exceeds the Board's monetary jurisdiction. Section 207(1) of the *Residential Tenancies Act, 2006* states that the Board's monetary jurisdiction is the same as the Small Claims Court jurisdiction, which is currently \$35,000.00. Proceeding with this application at the Board extinguishes any rights the Landlord may have to pursue the full amount owing at the Superior Court. The Landlord was made aware of the Board's monetary jurisdiction and chose to proceed with this application.
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 \$2,000.00 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.
10. Interest on the rent deposit, in the amount of \$75.23 is owing to the Tenant for the period from November 14, 2021 to November 22, 2023.
11. The matter was previously adjourned on March 27, 2023 due to a scheduling overflow and an Interim Order was issued on April 12, 2023 requiring the Tenants to pay the full lawful rent as it comes due before the first day of every month beginning April 1, 2023 until the application was heard by the Board. The Tenants have failed to comply with the Interim Order.
12. The Tenant, Brie Melmore, advised that she was no longer in a relationship with Adam McLean and vacated the unit in November 2022. Ms. Melmore testified that Mr. McLean remained in the unit with his girlfriend. Ms. Melmore could not provide any explanation for the rental arrears accumulating.
13. Ms. Melmore acknowledged that even though she vacated the unit in November 2022 she remained on the lease and was jointly responsible for the rental arrears. Ms. Melmore did not provide notice to the Landlord that she had vacated the unit.
14. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants 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:**
  - \$46,186.00 if the payment is made on or before February 18, 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 February 18, 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 February 18, 2024.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,186.00. 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 \$65.75 per day for the use of the unit starting November 23, 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 February 18, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 12, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 11, 2024, then starting February 12, 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 February 19, 2024.

**February 7, 2024**

**Date Issued**

\_\_\_\_\_  
Charles Dowdall

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 19, 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 February 11, 2024**

Rent Owing To February 29, 2024	\$46,000.00
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>\$46,186.00</b>

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

Rent Owing To Hearing Date	\$38,526.00
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 of the last month's rent deposit	- \$2,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$75.23
<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>\$35,186.00</b>
Plus daily compensation owing for each day of occupation starting November 23, 2023	\$65.75 (per day)