



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

Citation: Blue Planet Properties Inc. v Forbes, 2023 ONLTB 58913

Date: 2023-08-30

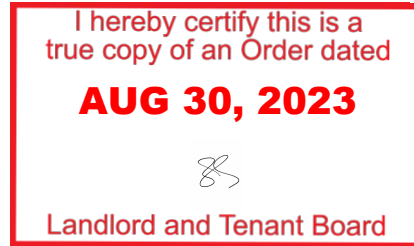
File Number: LTB-L-028786-23

In the matter of: 8, 685 MUSKOKA RD NORTH
GRAVENHURST ON P1P1N5

Between: Blue Planet Properties Inc.

And

Brenna Forbes



Landlord

Tenant

Blue Planet Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Brenna Forbes (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 17, 2023.

The Landlord's Agent Sarah De Valadares and the Tenant Brenna Forbes attended the hearing.

Determinations:

1. At the hearing, the Landlord's Agent relied on oral submissions and referred to documents to support their application. The Tenant was also given an opportunity to provide submissions and evidence.
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 \$1,088.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$35.77. This amount is calculated as follows: \$1,088.00 x 12, divided by 365 days.
6. The Tenant has paid \$466.00 to the Landlord since the application was filed.
7. The rent arrears owing to August 31, 2023 are \$5,450.00. This amount was not disputed by the Tenant.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord sought termination of the tenancy within 11 days of this order. The Landlord submitted that discussions with the Tenant in relation to the rent arrears began in March

2023 and the Tenant did follow through with some payments. Over time the Tenant began to miss payments and stopped responding to the Landlord's attempts to contact her.

10. The Tenant testified that she had been on sick leave from her employment from late December 2022 until July 13, 2023. She suffers from mental health issues including PTSD and she is also bipolar. Her evidence was her mental health issues are now under control and she is now back to work. The Tenant stated she lives alone and would have nowhere to go if she were to be evicted.
11. The Tenant requested the Board issue a conditional order that would require the payment of the monthly rent on time and in full as well as a meaningful payment towards the rent arrears. I canvassed the Tenant's current monthly income and I was satisfied she could afford the payments she was suggesting. Lastly, I was convinced the Tenant understood her housing was at stake and failing to follow through on a Board ordered payment plan would result in her having to find alternate living arrangements.
12. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. As termination is a remedy of last resort, I find it fair and reasonable to both parties to allow the Tenant an opportunity to maintain her tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$5,636.00 for arrears of rent up to August 31, 2023 and costs, in accordance with the following schedule:
 - a) \$500.00 on or before the 29th day of each month for 11 consecutive months commencing September 29, 2023 and until July 29, 2024.
 - b) \$136.00 on August 29, 2024.
2. The Tenant shall pay the Landlord the monthly rent as it becomes due and owing on or before the first day of every month beginning October 1, 2023 until August 1, 2024 or until the arrears are paid in full, whichever date is earliest.
3. The Tenant shall pay the monthly rent for September 2023 in full on or before September 10, 2023.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after August 31, 2022.



John Cashmore
Member, Landlord and Tenant Board

August 30, 2023
Date Issued

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.