



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: Nathan Reid Holdings LTD v Izaguirre, 2024 ONLTB 16085

Date: 2024-03-25

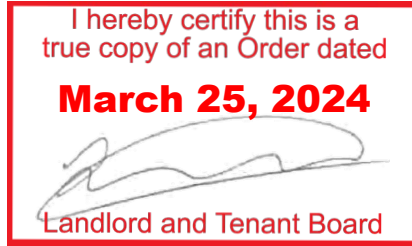
File Number: LTB-L-090812-23-SA

In the matter of: Unit A, 352 Eastview Road
Guelph ON N1E0E8

Between: Nathan Reid Holdings LTD

And

Jason Izaguirre
Mallory Reid



Landlord

Tenant

Nathan Reid Holdings LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Izaguirre and Mallory Reid (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on March 24, 2023 with respect to application LTB-L-000240-23.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

The Landlord's application was resolved by order LTB-L-090812-23, issued on December 4, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-090812-23. This motion was heard by videoconference on January 30, 2024. The Landlord's legal representative, Brittany Colley, and Mallory Reid ('MR') on behalf of both tenants attended the hearing.

Determinations:

There was a breach of the previous order

1. It was undisputed that the Tenant failed to meet a condition specified in the order issued by the LTB on March 24, 2023 with respect to application LTB-L-000240-23. The Tenant paid November 2023 rent late and then did not pay rent for December 2023 nor January 2024.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-090812-23.
3. MR confirmed that she did not pay November rent on time and then did not pay rent for December 2023 and January 2024. She testified that the other tenant's income dropped

because his construction job hasn't been very busy. She also testified that she spent some money to help her mother who experienced domestic violence.

4. The Tenant's plan is to repay the arrears of rent with the assistance of a rent bank. MR testified that the rent bank agreed to pay the arrears but only if there was no longer an eviction order in place.
5. MR testified that she lives in the rental unit with her 2 children ages 6 and 12. MR is concerned about what would happen to the children if the Tenant were evicted. MR expects to be able to pay rent in full and on time going forward because the other tenant has a new job. Their household income from all sources is now approximately \$5,000, which MR believes will be sufficient to pay the ongoing monthly rent of \$2,357.50.
6. MR requested that I grant the Tenant's motion, set aside the eviction order, and replace it with an order allowing the Tenant to pay the arrears of rent within a month, and then pay rent in full and on time going forward. MR expected the rent bank to pay off her arrears of rent. As of the date of the hearing she had enough funds to pay one month's rent but did not pay it to the Landlord. She offered to pay it as February rent as part of her payment plan.
7. The Landlord was opposed to the Tenant's plan. The Landlord's evidence was that this is the fourth time the Landlord and the Tenant had to appear before the LTB due to non-payment of rent. This evidence was confirmed by the Tenant and is consistent with LTB records. The Landlord previously consented to a payment plan before the Board, but was not prepared to do so again.
8. This tenancy started in June 2021 - less than three years ago.
9. I find that it would be unfair to grant the Tenant's set-aside motion. Given the procedural history before the Board, and the Tenant's history of consistently failing to meet the conditions specified in LTB orders, I do not find it likely that the Tenant would comply with the terms of any new order the Board may issue. The Tenant's plan to catch up on arrears of rent is also entirely dependant on a third party and, as such, the Tenant may not necessarily be able to ensure that the plan succeeds.

The stay is lifted on May 31, 2024

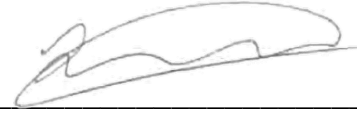
10. In light of the Tenant's circumstances, I find that it is appropriate to give the Tenant additional time to find a new place to live in accordance with s. 78(11)(c) of *the Residential Tenancies Act, 2006* (the 'Act'). The Tenant has two minor children and it may be difficult to find an appropriate place to live if the stay was lifted immediately.
11. The stay of order LTB-L-090812-23 is lifted on May 31, 2024.

It is ordered that:

1. The motion to set aside Order LTB-L-090812-23, issued on December 4, 2023, is denied.
2. The stay of order LTB-L-090812-23 is lifted on May 31, 2024.

3. Order LTB-L-090812-23 is unchanged.

March 25, 2024
Date Issued



Vladimir Nikitin
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.