



Order under Section 69
Residential Tenancies Act, 2006

Citation: Donaldson v MacGregor, 2022 ONLTB 9577

Date: 2022-10-21

File Number: LTB-L-004243-22

In the matter of: 59 CENTRE ST
BOWMANVILLE ON L1C 2Y2

Between: Jerdean Donaldson Landlord

And

Barbara MacGregor Tenant

Jerdean Donaldson (the 'Landlord') filed both an L1 application (the 'L1') and an L2 application (the 'L2') for an order to terminate the tenancy and evict Barbara MacGregor (the 'Tenant') based on a form N4 notice of termination on the L1, a form N5 and N8 notice of termination on the L2 because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application based on an N4);
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application based on an N8); and
- the behaviour of the Tenant has substantially interfered with the Landlord's reasonable enjoyment of the residential complex, and/or interferes with a lawful right, privilege or interest of the Landlord (L2 Application based on an N5) with reference to proportionate non-payment of utility bills for hydro, gas, heat, and water.

A hearing took place at the Landlord and Tenant Board on September 22, 2022 via video teleconference on VC line 135. The Landlord's Legal Representative Curt Anderson attended. The Tenant attended and was self-represented.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

The parties consented to the following order.

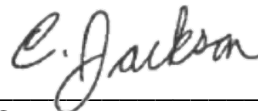
On consent, it is ordered that:

1. The total sum of arrears owing up to and including September 30, 2022 as of today's date of September 22, 2022 is \$500.00. The Landlord agreed to waive the application filing fee of \$186.00.

2. The Tenant shall pay the total sum of arrears of \$500.00 as noted in paragraph 1 according to the date and amount of each payment as follows:
 - a) On or before October 1, 2022 the Tenant shall pay fifty percent (50 %) of the current lawful monthly rent in the sum of \$1,200.00 for the period of October 2022.
 - b) On or before October 31, 2022 the Tenant shall pay the remaining outstanding fifty percent (50 %) of the current lawful monthly rent in the sum of \$1,200.00 for the period of October 2022.
 - c) On or before November 1, 2022 and on or before the first (1st) day of each consecutive month thereafter for the next 9 months (10 months total) up to and including August 1, 2023 the Tenant shall pay lawful monthly rent on time and in full.
 - d) On or before November 20, 2022 and on or before the twentieth (20th) day of each consecutive month thereafter for the next 9 months (10 months total) up to and including August 20, 2023 the sum of \$50.00 per month towards the arrears.
3. With reference to the L2, on or before November 1, 2022 and on or before the first (1st) day of each consecutive month thereafter for the next 11 months (12 months total) up to and including October 1, 2023 the Tenant shall pay lawful monthly rent on time and in full.

Additionally, the Tenant shall also pay her portion of the utility costs at the rate of fifty percent (50 %).
4. If the Tenant fails to comply with paragraph 2 and/or paragraph 3 of this order related to the issues in the application, the Landlord may, without notice to the Tenant apply to the Board pursuant to section 78 of the *Residential Tenancies Act, 2006*, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days of the breach.
5. This order shall resolve all issues related to this application to today's date of September 22, 2022.

October 21, 2022
Date Issued



Chris Jackson
Dispute Resolution Officer,
Landlord and Tenant Board

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

I hereby certify this is a
true copy of an Order dated

OCT 21, 2022

Landlord and Tenant Board