



SEP 06 2023

Landlord and Tenant Board

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

Citation: Cedar Range Management Incorporated v Eichler, 2023 ONLTB 61877

Date: 2023-09-06

File Number: LTB-L-014285-23

In the matter of: 15, 40 MAPLE ST
UXBRIDGE ON L9P1C9

Between: Cedar Range Management Incorporated Landlord

And

Kyle Eichler and Olivia Thompson Tenants

Cedar Range Management Incorporated (the 'Landlord') applied for an order to terminate the tenancy and evict Kyle Eichler and Olivia Thompson (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 19, 2023. Only the Landlord's agent V. Kvirgic attended the hearing. The Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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 \$1,388.30. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$45.64. This amount is calculated as follows: \$1,388.30 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 June 30, 2023 are \$5,580.74.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,378.30 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.

Relief from Eviction

9. 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.
10. Although the Tenants did not attend the hearing, the Landlord's agent testified that the Tenants advised her that they could not personally attend the hearing to enter into a consent agreement. However, on June 15, 2023 the parties completed, signed and filed with the Board a payment plan agreement outlining terms of payment in resolution of the matter and the Landlord consented to this payment plan at the hearing.
11. I find that an order imposing the proposed payment plan would be less prejudicial to the Tenants than issuing a 'standard order' and the Tenants are afforded an opportunity to preserve their Tenancy and remain in the rental unit.

It is ordered that:

- The Tenants shall pay to the Landlord \$5,766.74 for arrears of rent up to June 30, 2023 and costs.
- The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment Date	Payment Amount	Payment Allocation
June 24, 2023	\$1,000.00	Arrears
July 08, 2023	\$1,000.00	Partial July 2023 Rent
July 22, 2023	\$1,000.00	Arrears and balance of rent for July
August 5, 2023	\$1,000.00	Partial August 2023 Rent
August 19, 2023	\$1,000.00	Arrears and balance of rent for August
September 2, 2023	\$1,000.00	Partial September 2023 Rent
September 16, 2023	\$1,000.00	Arrears and balance of rent for September
September 30, 2023	\$1,000.00	Arrears
October 14, 2023	\$1,000.00	Partial October 2023 rent
October 28, 2023	\$1,000.00	Arrears and balance of rent for October
November 11, 2023	\$1,000.00	Partial November 2023 rent
November 25, 2023	\$1,000.00	Arrears and balance of rent for November
December 9, 2023	\$1,000.00	Partial December 2023 rent

December 23, 2023	\$1,000.00	Arrears and balance of December rent
January 6, 2024	\$1,000.00	Partial rent for January 2024
January 20, 2024	\$484.84	Final payment of Arrears and balance of January 2024 rent

3. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after June 30, 2023.

September 6, 2023
Date Issued



Donna Adams
Member, Landlord and Tenants Board

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