



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

Citation: Elm Place Inc. v Leudy, 2023 ONLTB 28167

Date: 2023-04-06

File Number: LTB-L-049278-22

In the matter of: 619, 222 ELM ST
TORONTO ON M5T1K5

Between: Elm Place Inc. Landlord

And

Angela Margaret Leudy Tenants
Mia Joasia Tyson

Elm Place Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Angela Margaret Leudy and Mia Joasia Tyson (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2023. The Landlord's agent, Andrea Jones, and the Landlord's representative, Mark Ciobotaru, attended the hearing. One Tenant, Angela Margaret Leudy, also attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End the 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 \$1,666.76. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$54.80. This amount is calculated as follows: \$1,666.76 x 12, divided by 365 days.
5. The Tenants have paid \$5,119.00 to the Landlord since the application was filed.

6. The rent arrears owing to March 31, 2023 are \$8,136.04. The Tenant agreed that rent arrears of \$8,136.04 are owed to the Landlord.
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 \$1,647.00 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.

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9. Interest on the rent deposit, in the amount of \$35.11 is owing to the Tenant for the period from November 1, 2021 to March 16, 2023.

Relief from Eviction

10. The Landlord's representative submitted that the Landlord sent a letter to the Tenants on March 8, 2023 offering the Tenants to propose an arrears repayment plan, but the Landlord never received a response from the Tenants. The Landlord's representative submitted further that the Tenants have not made a rent payment since December 1, 2022.
11. The Tenant testified that her daughter, the second Tenant, moved out of the unit in November 2022 because they had a dispute. The Tenant explained that she split all the household expenses with her daughter, and when her daughter moved out, she was unable to pay the bills, including the rent. The Tenant noted however, that a week before the hearing, her daughter moved back into the unit, and as a result of the daughter's presence, the Tenant's income has increased by \$300.00 monthly, in addition to the \$2,500.00 she receives monthly from Ontario Works (OW) and an Ontario education benefit. The Tenant stated that she is now able to contribute a maximum of \$800.00 monthly toward the rent arrears.
12. The Tenant testified further that she is currently not working, but she is going to school fulltime, and is actively looking for a job in the hospitality services industry. The Tenant noted that her boyfriend took money from her, and this also contributed to the rent arrears that she accrued. The Tenant stated that she wanted to preserve her tenancy.
13. Although some rent arrears accrued before the Tenant's daughter's departure in November 2022, I am satisfied that this tenancy is financially viable if both the Tenant and her daughter, the second Tenant, contribute diligently to living expenses and rent payments. Although the relationship between the Tenant and her daughter may be tenuous, I am satisfied that working together they will be able to pay the ongoing rent, in addition to monthly rent arrears payments of \$700.00. Accordingly, I find that the imposition of a payment plan, rather than an eviction, would be reasonable and

appropriate under the circumstances. I find that a payment plan that results in a zero arrears balance in 12 months would not be unfair to the Landlord.

14. 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.

It is ordered that:

1. The Tenants shall pay to the Landlord \$8,322.04, representing rent arrears of \$8,136.04 to March 31, 2023, and the \$186.00 application fee.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

(a) May 15, 2023 \$700.00;

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(b) June 15, 2023 \$700.00;

(c) July 15, 2023 \$700.00;

(d) August 15, 2023 \$700.00;

(e) September 15, 2023 \$700.00;

(f) October 15, 2023 \$700.00;

(g) November 15, 2023 \$700.00;

(h) December 15, 2023 \$700.00;

(i) January 15, 2024 \$700.00;

(j) February 15, 2024 \$700.00;

(k) March 15, 2024 \$700.00; and (l) April 15, 2024 \$622.04.

3. The Tenants shall also pay to the Landlord the lawful monthly rent on time and in full as it comes due and owing for the period of May 1, 2023 to April 15, 2024, or until the arrears are paid in full, whichever date is earliest.
4. 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 March 31, 2023.

April 6, 2023

Date Issued

Frank Ebner

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.

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