



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sault Ste. Marie Housing Corporation v Reinwald, 2022 ONLTB 1886

Date: 2022-07-20

File Number: LTB-L-007895-22

In the matter of: 40 BOSTON AVE
SAULT STE. MARIE ON P6B3J6

Between: Sault Ste. Marie Housing Corporation Landlord

And

Tamara Reinwald Tenant

Sault Ste. Marie Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Tamara Reinwald (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 5, 2022.

The Landlord's Agent, C. Soby and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$714.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$23.47. This amount is calculated as follows: \$714.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,744.00 to the Landlord since the application was filed.
6. The rent arrears owing to July 31, 2022 are \$4798.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenant does not dispute the amount of the arrears owing to the Landlord. The Tenant testified that she was dealing with a Family Court matter in January and February and that paying rent slipped her mind. She testified that she was also trying to get caught up on car payments so that she wouldn't lose her car and lose her means of getting to and from

work. The Tenant testified that she lost her subsidy. She used to pay \$85.00 a month for rent, and in January it went up to market rent at \$1,100.00. She got her subsidy back on May 1, 2022 and her rent is now \$714.00. The Tenant's monthly employment income is approximately \$2,400.00 and her expenses are approximately \$1648.00 including her rent.

10. The Tenant testified that she could pay \$400.00 on the 15th day of every month beginning July 15, 2022 until the arrears are paid off. She testified that she could pay her monthly rent on the 1st of the month. She testified that she is trying to regain custody of her three children, and she needs to maintain her tenancy in order to do that.
11. The Landlord's Agent testified that the Landlord didn't want a payment plan that lasted as long as the tenant was proposing. She could not tell me any prejudice the Landlord would suffer if the payment plan were granted.
12. I find that the Tenant's income supports the sustainability of this tenancy. The Tenant is working towards getting her children back full time and requires a stable living situation in order to do so. In these circumstances, I find that any prejudice the Landlord may suffer is outweighed by that of the Tenant.
13. 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 Tenant shall pay to the Landlord \$4,984.00 for arrears of rent up to July 31, 2022 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) Beginning on July 15, 2022 and continuing on the 15th day of every month until June 15, 2023, the Tenant shall pay to the Landlord \$400.00
 - b) On July 15, 2023 the Tenant shall pay to the Landlord \$184.00
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period August 1, 2022 to July 1, 2023, or until the arrears are paid in full, whichever date is earliest.
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 July 31, 2022

July 20, 2022
Date Issued

Emily Robb
Member, Landlord and Tenant 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.