



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bloom v Buttle, 2024 ONLTB 20343

Date: 2024-03-20

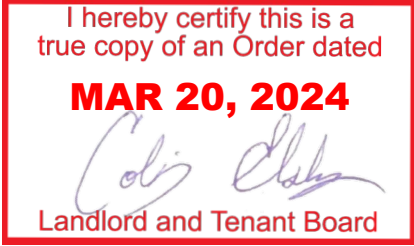
File Number: LTB-L-077685-23

In the matter of: Unit 1 (lower unit), 573 Dibble Street West
Prescott ON K0E1T0

Between: Mitchell Bloom

And

Chloe Buttle



Landlord

Tenant

Mitchell Bloom (the 'Landlord') applied for an order to terminate the tenancy and evict Chloe Buttle (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 29, 2024.

The Landlord, the Tenant and their legal representative, Cathy Easter, 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 \$1,793.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.97. This amount is calculated as follows: \$1,793.75 x 12, divided by 365 days.
5. The Tenant has paid \$1,793.75 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2024, are \$8,750.00.
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.

Tenant Submissions

9. The Tenant did not contest the total amount claimed in the Landlord's application.
10. The Tenant testified that they had been living in the rental unit for 2 years and has a dog.

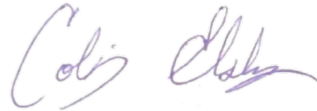
11. The Tenant submitted that they would like to stay in the unit and proposed a payment plan to pay back the arrears owed to the Landlord and continue the tenancy. The plan proposed by the Tenant was to pay \$546.86 on the 15th of every month starting March 15, 2024. This would approximately be a 17-month payment plan.
12. The monthly rent going forward would also follow the plan and this would be due and payable on the 1st day of each month for the total payment plan.
13. The Landlord is seeking a standard 11-day voidable order. The Tenant has been behind on rent for some time and previous attempts of repayment have not been followed.
14. I canvased the Tenant regarding their monthly income and expenses to ascertain whether a payment plan was feasible for the Tenant and to make sure they could sustain the tenancy and payback the arrears owed to the Landlord. After hearing the submissions, I was satisfied that the tenancy is viable, and a plan is feasible.
15. In my view, it would not be unfair to provide conditional relief from eviction in the form of a repayment plan if there is a realistic repayment plan that is not unduly prejudicial to the Landlord. Such a plan would require the Tenant to make payments that would stop the arrears from escalating and restore the tenancy to good standing within a reasonable period of time. Such a plan would also provide the Landlord with recourse if the Tenant cannot abide by the terms of repayment.
16. 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. The Landlord did not adduce any evidence that the payment plan would occasion prejudice on them. Given that I am satisfied that the tenancy is feasible, the Landlord ought to be able to recoup the arrears. If the Tenant fails to adhere to the terms of the plan, the Landlord may move without notice to the Tenant for termination of the tenancy and eviction.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,936.00 which represents the arrears of rent (\$8,750.00) and costs (\$186.00) outstanding for the period ending January 31, 2024.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) The Tenant shall pay **\$546.86** on or before the 15th day of each month for the periods including **April 15, 2024, to July 15, 2025**.
 - b) The Tenant shall pay \$186.00 on or before August 15, 2025
 - c) The Tenant shall pay the monthly rent that comes due on or before the 1st day of each month for the periods including **April 1, 2024, to July 1, 2025**.

- d) If the Tenant has made any payments towards the rent arrears since the date of the hearing, that amount shall be deducted from the overall outstanding amount. The payment schedule above shall remain unchanged until all arrears are paid in full.
 - e) If the Tenant has not done so already, the Tenant shall pay the lawful monthly rent for the months of February 2024 and March 2024 on or before March 31, 2024.
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:
- a) The Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
 - b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear at an interest rate of 7.00% per annum.

March 20, 2024
Date Issued



Colin Elsby
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.