



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

Citation: 592182 Ontario Limited v Lazaro, 2023 ONLTB 19956

Date: 2023-02-23

File Number: LTB-L-035638-22

In the matter of: 07, 933 WILSON AVE
NORTH YORK ON M3K1E8

Between: 592182 Ontario Limited Landlord

And

Catherine Lazaro Tenants
Mary Joy Villa Rosete

592182 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Catherine Lazaro and Mary Joy Villa Rosete (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 2, 2023. The Landlord's representative, Elizabeth Chea, and one Tenant, Catherine Lazaro, attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End the 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 \$1,537.06. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$50.53. This amount is calculated as follows: \$1,537.06 x 12, divided by 365 days.
5. The Tenants have paid \$4,498.74 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$10,589.79. The Tenant agreed that these rent arrears 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 \$1,400.00 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.

9. Interest on the rent deposit, in the amount of \$109.99 is owing to the Tenant for the period from October 1, 2017 to February 2, 2023.
10. The Landlord's representative submitted that the Landlord sent a letter to the Tenants on January 20, 2023 offering a repayment plan. The Tenants responded to this repayment plan suggesting an additional payment of \$300.00 monthly; however, the representative noted that this was not acceptable to the Landlord given the long duration that would be required to pay the arrears.
11. The Tenant testified that she currently has two jobs, and a monthly income of at least \$3,200.00. The Tenant stated that she could pay a maximum of \$700.00 monthly toward the rent arrears. The Tenant wanted to retain her tenancy noting that the unit was close to both of her jobs.
12. The Landlord's representative asserted that a \$700.00 monthly repayment plan is also not be acceptable for the Landlord.
13. On the basis of the evidence provided, I am satisfied that the Tenants have some financial capacity to pay the rent arrears owing over a reasonable period of 16 months. I find that this repayment schedule, if followed by the Tenants, would not be unfair to the Landlord, and could potentially result in the retention of this tenancy.
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 \$10,775.79, representing rent arrears of \$10,589.79 to February 28, 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) For 15 months from March 2023 to May 2024, on the 15th day of each month, \$700.00; and
 - (b) On June 15, 2024, \$275.79.
3. The Tenants shall also pay to the Landlord the legal monthly rent on time and in full as it comes due and owing for the period of March 1, 2023 to June 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 February 28, 2023.

February 23, 2023

Date Issued

Frank Ebner

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.