



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

**Citation:** Rainy River District Social Services Administration Board v Davis, 2024 ONLTB 907

**Date:** 2024-01-08

**File Number:** LTB-L-050902-23

**In the matter of:** 1024 ARMIT AVE N  
FORT FRANCES ON P9A2K1

**Between:** Rainy River District Social Services Administration Board Landlord

**And**

Marylouise Davis Tenant

Rainy River District Social Services Administration Board (the 'Landlord') applied for an order to terminate the tenancy and evict Marylouise Davis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 8, 2023.

The Landlord's agent Sarah Degagne 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 \$850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$27.95. This amount is calculated as follows: \$850.00 x 12, divided by 365 days.
5. The rent arrears owing to November 30, 2023 are \$3,628.63.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.

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## Section 83

8. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
9. The Tenant seeks to remain at the rental unit, noting she has health issues and three young children who visit regularly at the rental unit. The Tenant has resided at the rental unit for 7 years. The Tenant has limited income, but recently applied for O/W support and expects to have her finances in order by the end of November 2023. It was noted that housing availability is very limited within the area and the Tenant proposed paying back the arrears in the amount of \$200/month once her finances are back on track in approximately 1 month's time.
10. The Landlord seeks eviction, noting a repayment plan was already attempted. The Landlord noted the Tenant's RGI was lost in July 2023, and thus rent was changed from \$85 to \$850/month. The Tenant indicated her health issues impacted her completing the annual review/O/W paperwork sooner. Prior to losing the RGI, arrears of rent were only \$228.63.
11. I have considered all of the disclosed circumstances in accordance with subsection 83 of the *Residential Tenancies Act, 2006* (RTA) and given the Tenant's noted personal/health circumstances at play and anticipated change in financial circumstances, find it would not be unfair to deny the eviction. While I understand and sympathise with the Landlord's concerns, I am satisfied there are extenuating circumstances here and in the event the payment plan conditions noted below are met those concerns will be satisfied. As a result, conditional relief will be granted on the terms set out below

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$3,628.63 for arrears of rent up to November 30, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - (i) Between January 25, 2024 and May 25, 2025, the Tenant will make payments towards the arrears in the amount of \$200 each month. These arrears payments will be made on or before the 25<sup>th</sup> day of each month. This means that the Tenant will make payments of \$200.00 per month for 17 consecutive months, commencing January 25, 2024;
  - (ii) The final payment will be in the amount of \$228.63 and will be paid on or before June 25, 2025
3. If not already paid, the Tenant shall pay rent for December 2023 and January 2024, on or before January 25, 2024.

4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2024 to June 1, 2025, or until the arrears are paid in full, whichever date is earliest.
5. 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 November 30, 2023.

**January 8, 2024**  
**Date Issued**

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Peter Nicholson  
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.