



Order under Section 78(11) Residential Tenancies Act, 2006

Citation: 9629173 Canada Inc v Boileau, 2024 ONLTB 61128

Date: 2024-08-20

File Number: LTB-L-044114-24-SA

In the matter of: Room 1, 329A ALICE ST
CORNWALL ON K6H4S1

Between: 9629173 Canada Inc

Landlord

And

Jamie Boileau

Tenant

9629173 Canada Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie Boileau (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on May 23, 2024, with respect to application LTB-L-091978-23.

The Landlord's application was resolved by order LTB-L-044114-24, issued on June 17, 2024, This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-044114-24.

This motion was heard by videoconference on the Landlord's agent Shawn Boyd and the Tenant attended the hearing. The Tenant was represented by Amber Miller.

Determinations:

1. The prior order issued on May 23, 2024, was a payment plan ordered for arrears of rent. Per the prior order, the arrears owing to April 30, 2024, were \$2,336.00.
2. The ex-parte order issued on June 17, 2024, terminates the tenancy because the Tenant failed to pay the lawful monthly rent for June 2024 on or before June 1, 2024 and because the Tenant failed to pay \$292.00 for the arrears on or before June 1, 2024.
3. The Tenant does not dispute breaching the prior order. At the hearing the Landlord confirmed that the June 2024 rent was paid in full by June 3, 2024, and that arrears payment due on June 1, 2024, was short by \$109.66.
4. The Tenant is on a fixed income, which is received through Ontario Works and also receives a rent subsidy of \$150.00 per month.

5. Since the initial breaches, the Tenant has failed to pay the August 2024 rent in full and has also failed to pay the ordered arrears payment. The Tenant stated that these funds were not paid because he was unsure if he would be evicted.
6. As of the hearing date, the arrears owing to August 31, 2024, were \$1,919.66. the Tenant proposed a new repayment plan in which he would pay the balance of the August 2024 rent and the missed arrears payment (\$642.00 on or before August 20, 2024) and then resume the originally scheduled repayment plan, with the final payment of \$109.66 to be paid on or before January 1, 2025.
7. The Landlord's agent opposed further relief for the Tenant and argued that the Tenant has engaged in inappropriate conduct in the residential complex, which has affected neighbouring tenants. As this alleged conduct does not pertain to non-payment of rent, which was the basis for the original application, I advised the Landlord that I would not consider this conduct.
8. Based on the evidence and submissions before me, I find that it would not be unfair to grant the Tenant's motion. Although the Tenant has breached the prior order, the breach was not substantial. The June rent was only paid a few days late and the arrears payment was short by a small amount. The Tenant has demonstrated good faith in repaying the arrears since the issuance of the May 23, 2024 order and has proposed a concrete plan to ensure the arrears paid in full within a reasonable period.
9. As such, the motion is granted and the June 17, 2024, order will be replaced with the following repayment plan ordered below.

It is ordered that:

1. The motion to set aside Order LTB-L-044114-24, issued on June 17, 2024, is granted. The order is set aside and replaced with the following.
2. The Tenant shall pay to the Landlord \$1,919.66 for arrears of rent owing to August 31, 2024.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 - a) \$642.00 on or before August 20, 2024.
 - b) \$292.00 on or before September 1, 2024
 - c) \$292.00 on or before October 1, 2024
 - d) \$292.00 on or before November 1, 2024
 - e) \$292.00 on or before December 1, 2024
 - f) \$109.66 on or before January 1, 2025.
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 September 1, 2024 to January 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 2 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 August 31, 2024.

August 20, 2024
Date Issued

Fabio Quattrociochi
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.