



Order under Section 69 Residential Tenancies Act, 2006

Citation: Capreit Limited Partnership v Smith, 2024 ONLTB 2849

Date: 2024-01-17

File Number: LTB-L-033676-23

In the matter of: 410, 80 ORENDA CRT
BRAMPTON ON L6W3M9

Between: Capreit Limited Partnership Landlord

And

Mark Smith Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 21, 2023.

Only the Landlord's Legal Representative J Paine attended the hearing.

As of 3:03 pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$1,947.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.03. This amount is calculated as follows: $\$1,947.50 \times 12$, divided by 365 days.
5. The Tenant has paid \$12,721.00 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2023 are \$1,814.00.
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 \$1,947.50 from the Tenant 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 \$23.21 is owing to the Tenant for the period from June 1, 2023 to November 21, 2023.
10. The Landlord’s Legal Representative stated that he had been in contact with the Tenant on the morning of the hearing and the parties had reached an agreement for a payment plan. As a result, the Landlord was no longer seeking a termination of the tenancy. Having heard the uncontested evidence of the Landlord’s Legal Representative, I find that a payment plan as outlined by the Landlord’s Legal Representative would be reasonable.
11. 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 \$2,000.00 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:

Payment Date	Payment Amount
December 21, 2023 (but December 2023 rent payment can be made up to January 21, 2024)	\$700.00 (Costs & Arrears)
January 21, 2024	\$700.00 (Arrears)
February 21, 2024	\$600.00 (Arrears)

3. The Tenant shall pay to the Landlord the December 2023 rent on or before December 7, 2023 (but December 2023 rent can be paid up to January 21, 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 January 1, 2024 to February 1, 2024, or until the arrears are paid in full, whichever date is earliest (but January 2024 rent can be paid up to January 21, 2024).
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 17, 2024
Date Issued

James Campbell
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.