



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

**Citation:** Thunder Bay District Social Services Administration Board v Gordon, 2023 ONLTB 81829

**Date:** 2023-12-20

**File Number:** LTB-L-054715-23

**In the matter of:** 501, 925 Simpson Street  
Thunder Bay ON P7C5T8

**Between:** Thunder Bay District Social Services Administration Board Landlord

**And**

William Gordon Tenant

Thunder Bay District Social Services Administration Board (the 'Landlord') applied for an order to terminate the tenancy and evict William Gordon (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on December 5, 2023.

Only the Landlord's legal representative 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 \$552.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$18.15. This amount is calculated as follows: \$552.00 x 12, divided by 365 days.
5. The Tenant has paid \$7,946.00 to the Landlord since the application was filed.

6. The rent arrears owing to December 31, 2023 are \$996.00.
7. The Landlord is entitled to \$0.00 to reimburse the Landlord for administration charges and \$75.00 for bank fees the Landlord incurred as a result of 3 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. 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.
11. At the hearing Landlord's legal representative requested a payment plan from the Tenant to repay the arrears owed. The representative stated that since the application was filed, the Tenant had substantially paid the rent owed to the Landlord, and the Landlord desires to continue work with the Tenant to maintain the tenancy. Although the Tenant did not attend the hearing to make this request. Based on the uncontested evidence before me, I find that a payment plan is appropriate in the circumstances. As such the Landlord's request was granted.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$1,275.00 for arrears of rent up to December 31, 2023 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 according to the following schedule:
  - a) \$500.00 paid on or before the January 15, 2024.
  - b) \$500.00 paid on or before February 15, 2024.
  - b) \$275.00 paid on or before March 15, 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 March 31, 2024, 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 December 31, 2023.

**December 20, 2023**

**Date Issued**

---

Joy Xiao  
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.