



Order under Section 69 Residential Tenancies Act, 2006

Citation: H&R Property Management Ltd. v Grundy, 2023 ONLTB 74573

Date: 2023-11-22

File Number: LTB-L-044995-23

In the matter of: 00G5, 2247 HURONTARIO ST
MISSISSAUGA ON L5A2G2

Between: H&R Property Management Ltd.

Landlord

And

Amanda Lynn Grundy

Tenant

H&R Property Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Lynn Grundy (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 25, 2023.

The Landlord's Legal Representative Bryan Rubin 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 \$1,722.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.61. This amount is calculated as follows: \$1,722.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,232.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2023 are \$6,330.81. The Tenant stated that she was not in agreement with the amount of arrears claimed. The Tenant failed to provide any evidence to dispute the arrears claimed. For example, the Tenant did not produce any receipts to contest specific amounts reflects as owing in the Landlord's ledger. Due to the lack of evidence provided by the Tenant, I must accept the Landlord's testimony that \$6,330.81 is owing.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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8. The Landlord collected a rent deposit of \$1,680.00 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 \$34.29 is owing to the Tenant for the period from January 1, 2023 to October 25, 2023.

Relief from Eviction:

10. The Landlord's representative sought a standard order and stated that he was not aware of any circumstances which would warrant a delay or denial of an eviction. In addition, he noted that the Landlord has attempted to negotiate a payment plan with the Tenant.
11. The Tenant stated that the arrears began to be incurred after she experienced a temporary loss of her housing payments which were paused while she was being treated for a medical condition. The Tenant provided income information at the hearing suggesting that as of November 2023, her income would be increasing and would allow for her to have approximately \$600.00 left over per month after paying all of her expenses. She also stated that two minors live with her part time, along with her adult daughter.
12. 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 and given that the Tenant has demonstrated an ability to repay the arrears owing based on the income information provided.

It is ordered that:

1. The Tenant shall pay their lawful monthly rent on or before the first day of each month commencing December 1, 2023 and continuing to and including October 1, 2024, or until the arrears under paragraph 2 are paid in full, whichever date is earliest.
2. The Tenant shall pay \$6,516.81 to the Landlord which represents \$6,330.81 in arrears of rent owing to October 31, 2023, and the \$186.00 filing fee. This amount shall be paid to the Landlord according to the following schedule:
 - (a) The Tenant shall pay to the Landlord \$600.00 on or before December 15, 2023.
 - (b) The Tenant shall pay to the Landlord \$600.00 on or before January 15, 2024.
 - (c) The Tenant shall pay to the Landlord \$600.00 on or before February 15, 2024.
 - (d) The Tenant shall pay to the Landlord \$600.00 on or before March 15, 2024.
 - (e) The Tenant shall pay to the Landlord \$600.00 on or before April 15, 2024.
 - (f) The Tenant shall pay to the Landlord \$600.00 on or before May 15, 2024.

- (g) The Tenant shall pay to the Landlord \$600.00 on or before June 15, 2024.
- (h) The Tenant shall pay to the Landlord \$600.00 on or before July 15, 2024.
- (i) The Tenant shall pay to the Landlord \$600.00 on or before August 15, 2024.
- (j) The Tenant shall pay to the Landlord \$600.00 on or before September 15, 2024.
- (k) The Tenant shall pay to the Landlord \$516.81 on or before October 15, 2024.

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- 3. If the Tenant fails to comply with the conditions set out in paragraph 1 and 2 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 2 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraphs 1 or 2. This application is made to the LTB without notice to the Tenant.
- 4. The balance owing under paragraph 2 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

November 22, 2023

Date Issued

Madeline Ntoukas

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.