



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

Citation: Northstar Property Management Inc. v Badgero, 2023 ONLTB 73715

Date: 2023-11-17

File Number: LTB-L-038480-23

In the matter of: 1, 151 ALBERT ST W
SAULT STE. MARIE ON P6A1B5

Between: Northstar Property Management Inc. Landlord

and

Eva Badgero Tenant

Northstar Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Eva Badgero (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 26, 2023.

The Landlord's Agent, Greta Wilson, attended the hearing.

As of 2:12 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 \$700.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$23.01. This amount is calculated as follows: \$700.00 x 12, divided by 365 days.
5. The Tenant has paid \$4,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2023 are \$1,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

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Section 83 Considerations

9. The Landlord sought a payment plan requiring the Tenant to pay \$100.00 a month on the first of each month towards the outstanding amount over the next 16 months with a final payment of \$86.00 on March 1, 2025.
10. The Landlord's Agent submitted the parties agreed to a payment plan and a signed copy of a payment plan reflecting the terms sought by the Landlord was submitted.
11. The Landlord's Agent speculated the Tenant may not have been in attendance as she may have believed signing the payment plan was sufficient. The Landlord's Agent further advised the Tenant has consistently been paying an additional \$100.00 a month towards the arrears since March of 2023.
12. As the Tenant was not present we were not able to verify their understanding of their alleged consent to the terms of the payment plan. Nonetheless, the signed payment plan is a consideration pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), and proceeding in the usual course could have resulted in a voidable termination order requiring payment of the entire amount of the arrears within 11 days.
13. As a result, in considering the above disclosed circumstances in accordance with subsection 83(2) of Act, we 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.
14. The proposed terms reflect what the Landlord's Agent represented both parties consented to outside of the hearing room and are of benefit to the Tenant as they permit the Tenant to preserve their tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,686.00, for arrears of rent up to October 31, 2023 and costs.

2. The Tenant shall pay to the Landlord the set amount set out in paragraph 1 in accordance with the following schedule:

| Date Payment Due | Amount of Payment |
|--|-------------------|
| On the first of each month commencing November 1, 2023 through to and including February 1, 2025 | \$100.00 |
| March 1, 2025 | \$86.00 |

3. The Tenant shall also pay to the Landlord the lawful monthly rent on time and in full as it comes due and owing on the first of each month for the period November 1, 2023 to March 1, 2025 or until the arrears are paid in full, whichever date is earliest.

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4. 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 October 31, 2023.

November 17, 2023

Date Issued

Justin Leung

Member, Landlord and Tenant Board

Rebecca Case

Vice Chair, 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.