



Order under Section 69 Residential Tenancies Act, 2006

Citation: Starlight Blackstar OPCO 2 ULC v Richards, 2023 ONLTB 74665

Date: 2023-11-14

File Number: LTB-L-064294-22

In the matter of: 212-35 Greenbrae Circuit Scarborough,
ON M1H 1P8

Between: Starlight Blackstar OPCO 2 ULC Landlord

And

Kelly Richards Tenant

Starlight Blackstar OPCO 2 ULC (the 'Landlord') applied for an order to terminate the tenancy and evict Kelly Richards (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 11, 2023.

The Landlord's Legal Representative Michelle Forrester and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to 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 \$1,181.87. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.86. This amount is calculated as follows: \$1,181.87 x 12, divided by 365 days.
5. The Tenant has paid \$10,510.67 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2023 are \$6,356.77.
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 \$1,181.97 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 \$22.99 is owing to the Tenant for the period from January 1, 2023 to October 11, 2023.

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Section 83 Considerations

10. The Tenant testified that she believed the monthly rent to be \$1,198.98 and testified that she paid that amount on January 1, 2023.
11. The Tenant testified that she believes the Landlord is raising her rent above the guideline increase however, the Landlord is claiming a rent amount lower than what the Tenant testified she believed the rent is.
12. That said, the Tenant acknowledged the arrears and testified that she has been living in the unit for 19 years and has had mental health issues. The Tenant testified that her unit is currently below market rent and that if she was evicted from her unit that she would have issues finding an affordable home.
13. The Tenant proposed a payment plan whereby she had proposed paying October's rent on October 13, 2023, would pay November's rent on October 27, 2023, \$557.47 towards the arrears on November 10, 2023, December's rent on November 24, 2023, \$557.47 towards the arrears on December 8, 2023, January's rent on December 22, 2023, \$557.47 on January 5, 2024, February 2, 2024, and March 15, 2024, with a final payment of \$2,557.47 made on April 12, 2024.
14. Having reviewed the Tenant's math with respect to this proposed payment plan, the Tenant is still short \$1,011.95 to repay the entirety of the arrears and costs. That said, I do find that the Tenant's payment is reasonable and will be imposed and adjusted accordingly.
15. 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 tenancy between the Landlord and the Tenant is preserved so long as the Tenant meets the following conditions:
2. The Tenant shall pay to the Landlord \$6,356.77 for arrears of rent up to October 31, 2023 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

- a) October's monthly lawful rent on or before October 13, 2023.
- b) \$557.47 on or before November 10, 2023.
- c) \$557.47 on or before December 8, 2023
- d) \$557.47 on or before January 5, 2024.
- e) \$557.47 on or before February 2, 2024.

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- f) \$557.47 on or before March 15, 2024.
 - g) \$3,569.42 on or before April 30, 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 starting November 1, 2023 to April 1, 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 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 14, 2023

Date Issued

Jagger Benham

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.