



Order under Section 69 Residential Tenancies Act, 2006

Citation: Capreit Limited Partnership v Vanstone, 2023 ONLTB 74132

Date: 2023-11-09

File Number:
LTB-L-004187-23

In the matter of: 401, 7 ROANOKE RD
NORTH YORK ON M3A1E3

Between: Capreit Limited Partnership Landlord

And

Nancy Janet Vanstone Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Nancy Janet Vanstone (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 August 18, 2023, and October 26, 2023.

The Landlord's legal representative, Jason Paine, the Tenant, the Tenant's legal representative, Shirelle Cogan, and the Tenant's support person, Stacey Saukko, 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 \$1,225.14. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$40.28. This amount is calculated as follows: $\$1,225.14 \times 12$, divided by 365 days.
5. The Tenant has paid \$1,782.19 to the Landlord since the application was filed.
6. The rent arrears owing to October 31, 2023, are **\$13,302.27**.
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 \$1,282.19 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 \$26.26 is owing to the Tenant for the period from January 1, 2023, to October 26, 2023.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). In particular, I have considered that the Tenant recently became represented by the Office of the Public Guardian and Trustee (the 'PGT') and they are helping the Tenant manage her affairs. Since the PGT became involved, the Tenant's rent has been paid on time and they have reached out to two social service organizations who have offered financial assistance to the Tenant. One organization has offered to pay \$3,000.00 towards the arrears and a second organization will pay \$3,846.00 towards the arrears. These payments will bring the outstanding arrears for the period ending October 31, 2023, down to **\$6,456.27**.
11. In addition, the PGT says that the Tenant can afford to continue to pay the monthly rent in full while also paying \$180.00 towards the remaining arrears. While this will result in a fairly lengthy payment plan, I find that this payment plan is reasonable in light of the fact that the Tenant is a very vulnerable person and her representative says the waiting list for subsidized housing is approximately 10 years.
12. I have also considered that the Tenant is a senior citizen who has been living in the rental unit since December 2014 along with her late husband. Upon her husband's passing, the Tenant became unable to manage her financial affairs and this resulted in the accumulation of significant arrears. Now that the Tenant has the assistance of the PGT, I am satisfied that her financial affairs will be well managed and she will be able to pay off the outstanding arrears. I therefore 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 \$13,302.27 for arrears of rent up to October 31, 2023, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 of this order by paying:

- a) \$3,000.00 on or before December 31, 2023;
 - b) \$3,846.00 on or before January 31, 2024;
 - c) \$180.00 on or before the 15th day of each month for the period of December 1, 2023, to October 31, 2026; and
 - d) \$156.27 on or before November 15, 2026.
3. The Tenant shall also pay to the Landlord the monthly rent in full on or before the first day of each month for the period of December 1, 2023, to November 30, 2026.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears or rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall immediately become due and owing and the Landlord may, without notice to the Tenant, apply to the Board 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. The Landlord must make this application no later than 30 days after the Tenants' failure to make a payment.

November 9, 2023

Date Issued

Laura Hartslief

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.