



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

**Citation:** Centennial Towers (65) Inc v Holgate, 2023 ONLTB 67200

**Date:** 2023-10-

**16 File Number:** LTB-L-  
037122-23

**In the matter of:** 206, 65 THORNCLIFFE PARK DR EAST  
YORK ON M4H1L2

**Between:** Centennial Towers (65) Inc . Landlord

**And**

Tasha Holgate and Shane David Triffe Tenants

Centennial Towers (65) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tasha Holgate and Shane David Triffe (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on September 27, 2023.

The Landlord's Representative Nidhi Sharma and the Tenant Shane David Triffe attended the hearing.

### **Determinations:**

#### The Adjournment Request

1. At the hearing, the Tenants requested an adjournment based on the fact that they are waiting for a response from the housing stabilization fund (HSF) which may help them resolve this application.
2. I denied the adjournment request pursuant to Rule of Procedure 21.8 as I am satisfied that the Tenants received adequate notice of hearing and it would be unfair to the Landlord to adjourn the hearing as they are claiming \$18,948.39 in arrears. The Tenants were served the N4 notice 5 months ago on April 20, 2023 and the notice of this hearing on July 12, 2023. The Tenants could have contacted the HSF well before this hearing.

L1 application

3. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$1,010.65. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$33.23. This amount is calculated as follows: \$1,010.65 x 12, divided by 365 days.
7. The Tenants have paid \$700.00 to the Landlord since the application was filed.
8. The rent arrears owing to September 30, 2023 are \$18,948.39.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,010.65 from the Tenants 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.
11. Interest on the rent deposit, in the amount of \$12.46 is owing to the Tenants for the period from April 1, 2023 to September 27, 2023.

Relief from Eviction

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.
13. At the hearing, the Tenants submitted a payment plan for a 24-month term with arrears payments of \$790.00 each month. The Tenant expects to fulfill the payment plan with the remaining surplus from his fixed income and assistance from his best friend who is now living with him and an occupant of the rental unit.
14. The Tenant also submitted that he has applied for jobs, the housing stabilization fund, and also has 3 years of back taxes which he expects to receive and put towards the arrears and reduce the term of the plan. The Tenant submitted his back taxes are approximately \$3,000 and the HSF payment is approximately \$800-\$1,000. Furthermore, the Tenant is currently waiting to hear about a unionized employment position and is also setting up a website and putting flyers out for a company he is starting.
15. The Landlord was opposed to the payment plan as it is unreliable and the Tenant has made minimal payments since the application was filed.

16. The Tenant responded that he made minimal payments since the application was filed due to maintenance issues in the rental unit which he understands he was wrong to do.
17. As for the Landlord's submission that the payment plan is unreliable, I am not convinced that is the case. The Tenant's arrears payments of \$790.00 are from his fixed income that he will certainly receive each month and from another occupant of the rental unit who is also his long-time best friend. Given the fact that the assistance received is from someone who is currently living in the rental unit, I do not find it is an unreliable source of funds. I am not considering the HSF payment, the back taxes, or any other employment/business income as they are not currently available.
18. While a 24-month term is a long period of time and constitutes prejudice to the Landlord, it is not an excessive term and is outweighed by the prejudice the Tenant would experience if he were evicted. This is a long-term tenancy of 10 years where rent was paid and his current monthly rent payment also reflects that. The Tenant is on fixed income and unable to afford any comparable alternatives in the current market. The arrears payments each month are also substantial relative to both the total arrears and his total income. It is not unfair to impose a payment plan in these circumstances. Eviction is a remedy of last resort and I find this is a feasible payment plan which can avoid eviction. Any prejudice to the Landlord is mitigated by section 78 if this payment plan is not fulfilled. The Landlord also submitted that this building has 232 rental units and did not submit any specific financial hardship as a result of the arrears, other than they are unpaid which this payment plan will address and accelerate relative to an eviction.

2023 ONLTB 67200 (CanLII)

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$19,134.39 for arrears of rent up to September 30, 2023 and the application fee.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

<b>Date Payment Due</b>	<b>Amount of Payment</b>
November 1, 2023	\$790.00 (arrears & application fee)
December 1, 2023	\$790.00 (arrears)
January 1, 2024	\$790.00 (arrears)

February 1, 2024	\$790.00 (arrears)
March 1, 2024	\$790.00 (arrears)
April 1, 2024	\$790.00 (arrears)
May 1, 2024	\$790.00 (arrears)
June 1, 2024	\$790.00 (arrears)
July 1, 2024	\$790.00 (arrears)
August 1, 2024	\$790.00 (arrears)
September 1, 2024	\$790.00 (arrears)
October 1, 2024	\$790.00 (arrears)
November 1, 2024	\$790.00 (arrears)
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June 1, 2025	\$790.00 (arrears)
July 1, 2025	\$790.00 (arrears)
August 1, 2025	\$790.00 (arrears)
September 1, 2025	\$790.00 (arrears)
October 1, 2025	\$790.00 (arrears)
November 1, 2025	\$174.39 (arrears)

- The Tenants shall also pay to the Landlord the rent for October by November 30, 2023 and new rent on time and in full as it comes due and owing for the period November 1, 2023 to November 1, 2025, or until the arrears are paid in full, whichever date is earliest.
- If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and the application fee to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, 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 Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after September 30, 2023.

**October 16, 2023**

**Date Issued**

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 Elan Shemtov  
 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.