



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Skyline Living v King, 2023 ONLTB 65307

**Date:** 2023-09-28

**File Number:** LTB-L-005878-23

**In the matter of:** 311, 995 16TH ST E  
OWEN SOUND ON N4K6A8

**Between:** Skyline Living Landlord

**And**

Tracy Lee King Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Tracy Lee King (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 June 8, 2023. The Landlord's agent L. Sutter 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 \$1,004.12. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.01. This amount is calculated as follows: \$1,004.12 x 12, divided by 365 days.
5. The Tenant has paid \$1,004.12 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$5,975.74.
7. The Landlord is entitled to \$100.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 5 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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9. The Landlord collected a rent deposit of \$981.97 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.
10. Interest on the rent deposit, in the amount of \$8.61 is owing to the Tenant for the period from February 1, 2023 to June 8, 2023.

Relief from eviction

11. The Tenant testified that she is the sole caregiver for her aging parents who have health issues. She is awaiting a bed for her father in long term care, at which time she will move her mother in with her. She has been traveling to their home to care for them in the interim, which required her to resign from her employment as a psw worker. She is working with a financial advisor to assist her with her finances and has returned her car which frees up significant funds every month. She is now using her parent's vehicle and has some assistance with care for her parents. Her income from house cleaning and OW are approximately \$1,900.00 per month. She also receives a travel benefit of \$480.00 per month. She seeks to pay between \$400.00-\$521.00 on the 15<sup>th</sup> of the month until the arrears are paid.
12. The Landlord seeks for a standard order because the Tenant has been in arrears in the past. The Landlord's agent confirmed that the Tenant complied with a 2021 payment plan but that the Landlord is not interested in another payment plan.
13. I find that the Tenant is dealing with extraordinary circumstances with her parents and has taken steps to reduce her expenses by getting rid of her car and making plans to move her parents closer so that she can work and care for them. The Tenant has complied with a prior payment plan and has sufficient income to pay her rent, expenses and make arrears payments. There were no submissions from the Landlord regarding undue hardship if a payment plan were to be imposed.
14. 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 Tenant shall pay to the Landlord \$9,274.10, which represents the arrears of rent owing to September 30, 2023, and costs. (See schedule 1 attached).
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - a) \$500.00 on the 15<sup>th</sup> day of each month starting October 15, 2023 through January 15, 2025 (18 payments).
  - b) \$274.10 on February 15, 2025.

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period October 1, 2023 to February 1, 2025, or until the arrears are paid in full, whichever date is earliest.
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 September 30, 2023.

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**September 28, 2023**

**Date Issued**

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Donna Adams

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on April 10, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

Rent Owing To September 30, 2023	\$9,992.22
Application Filing Fee	\$186.00
NSF Charges	\$100.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$1,004.12
<b>Total the Tenant must pay to the Landlord</b>	<b>\$9,274.10</b>

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