



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

Citation: JTS PROPERTIES INC. v Peddle, 2023 ONLTB 62342

Date: 2023-09-15

File Number: LTB-L-004150-23

In the matter of: 307, 80 SCOTT ST
BRAMPTON ON L6V1S4

Between: JTS PROPERTIES INC. Landlord

And

Jacob Peddle and Tabitha Colman Tenant

JTS PROPERTIES INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Jacob Peddle and Tabitha Colman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 30, 2023.

The Landlord's agent Debra Abage, the Landlord's legal representative Bryan Rubin and the Tenants 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 \$1,860.73. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.17. This amount is calculated as follows: \$1,860.73 x 12, divided by 365 days.
5. The Tenant has paid \$5,474.37 to the Landlord since the application was filed.

6. The rent arrears owing to August 31, 2023 are \$10,984.33. The Tenant did not dispute the amount of arrears owing to the Landlord.
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 \$1,815.00 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 \$30.08 is owing to the Tenant for the period from January 1, 2023 to August 30, 2023.

Relief from Eviction

10. The Tenant requested relief from eviction proposing that he can repay the total amount owing if he is ordered to pay monthly rent in full and on time along with a lump sum payment and monthly payments.
11. The Landlord's legal representative objected to the proposed payment plan which he stated is unreasonable in the circumstance and the arrears have a negative financial impact on the Landlord. No documentary evidence was led to support this claim.
12. The Tenant said that he commenced a new job around July 2023 which is full time and stable. He said he is able to pay the Landlord a lump sum payment in the amount of \$4,000.00 on or before September 30, 2023 then monthly payments in the amount of \$820.00 toward arrears.
13. At the hearing, I conducted a detailed examination of the Tenant's income and expenses and find he is able to make the monthly payments. At the hearing, the Tenant understood his obligation to pay rent for each month on time and in full, including September 2023.
14. Eviction is a remedy of last resort. I considered submissions from both parties and find it reasonable in the circumstance to preserve the tenancy. I am denying the Landlord's request for a standard order. However, I find the payment plan allows the Landlord to be paid the arrears in a reasonable time while allowing the Tenant to stay in their unit.
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. Given all of the information provided to me at the hearing, I am issuing a repayment plan as detailed below.
16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Landlord's application for eviction of the Tenant is denied on the condition that the Tenant shall pay to the Landlord \$11,170.33 which represents arrears of rent to August 30, 2023 and costs.
2. The Tenant shall the amount set out above as follows:
 - a) \$4,000.00 on or before September 30, 2023;
 - b) \$820.00 on or before October 15, 2023;
 - c) \$820.00 on or before November 15, 2023;
 - d) \$820.00 on or before December 15, 2023;
 - e) \$820.00 on or before January 15, 2024;
 - f) \$820.00 on or before February 15, 2024;
 - g) \$820.00 on or before March 15, 2024;
 - h) \$820.00 on or before April 15, 2024;

 - i) \$820.00 on or before May 15, 2024;
 - j) \$610.30 on or before June 15, 2024;
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 2023 to June 2024, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any of the payments in accordance with paragraph 1 of this order, then:
 - a) The Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 1 of this order.
 - b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

September 15, 2023

Date Issued

Dana Wren

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.