



Order under Section 69 Residential Tenancies Act, 2006

Citation: Akelius Canada Ltd v Rankine, 2023 ONLTB 61945

Date: 2023-09-13

File Number: LTB-L-033577-23

In the matter of: 424, 333 SIDNEY BELSEY CRES
NORTH YORK ON M6M0A2

Between: Akelius Canada Ltd Landlord

And

Chaun Al Rankine and Christina Brooks-Rankine Tenants

Akelius Canada Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Chaun Al Rankine and Christina Brooks-rankine (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on August 29, 2023.

The Landlord's representative Debbesha Morris and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment 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.
2. As of the hearing date, the Tenants was still in possession of the rental unit.
3. The lawful rent is \$1,476.49. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.54. This amount is calculated as follows: \$1,476.49 x 12, divided by 365 days.
5. The Tenants has paid \$7,653.13 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2023 are \$833.87.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenants request relief from eviction in the form of a repayment plan. The Tenants suggest monthly arrears payments of \$339.95. This would pay off all the arrears in three months. The Tenant Chaun Al Rankine ('C.R') had his hours at work significantly reduced at the beginning of 2023 and that is when the Tenants fell into arrears. C.R now has

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steady employment as of February 2023. This is supported by a letter of employment from his employer. The Tenant Christina Brooks-Rankine ('C.B') has been unemployed for some time but as of the hearing date had a job offer.

9. The Tenants submit that they cannot afford to pay September 2023's rent on time but can pay it on September 12, 2023 after C.B gets his paycheck. The Tenants submit that starting October 2023 they can pay their rent on time, but they need a one-month transition period to do so.
10. The Landlord is not opposed to a repayment plan but wants rent to be paid on time starting September 1, 2023. The Landlord also noted that the Tenants have been paying their rent late consistently.
11. 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.
12. The Tenants live in the rental unit with their three children, a 7-month-old baby, a 3-year-old, and a 6-year-old. Since C.R regained employment, the Tenants have made significant progress towards paying off the outstanding arrears. The Tenants now owe less than one month's rent. I am also satisfied that the Tenants can afford the suggested arrears payments. While the Landlord is entitled to rent being paid on time, I am not satisfied that the Landlord will experience significant prejudice from the Tenants having a one-month transition period to start paying rent on time. The Tenants will be given until September 19, 2023 to pay their rent for September 2023 so that there is time for the Tenants to receive this order before having to make the payment.

It is ordered that:

1. The Tenants shall pay to the Landlord \$1,019.87 for arrears of rent up to August 31, 2023 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. On or before September 30, 2023 a payment of \$339.96;
 2. On or before October 31, 2023 a payment of \$339.96;
 3. On or before November 30, 2023 a final payment of \$339.95.
3. The Tenants shall pay the rent for September 2023 on or before September 19, 2023.
4. The Tenants 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 November 1, 2023, or until the arrears are paid in full, whichever date is earliest.
5. 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 costs 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 Tenants' 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 August 31, 2023.

September 13, 2023
Date Issued

Amanda Kovats
Member, Landlord and Tenants 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.