



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

**Citation:** SIREG MANAGEMENT INC. v Barrette, 2023 ONLTB 61852

**Date:** 2023-09-08

**File Number:** LTB-L-077997-22

**In the matter of:** 103, 985 BROCK ST  
WINDSOR ON N9C2T6

**Between:** SIREG MANAGEMENT INC. Landlord

**And**

Christopher Barrette Tenant

SIREG MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Barrette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 24, 2023.

The Landlord's representative Elena Jacob 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 \$777.60. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$25.56. This amount is calculated as follows: \$777.60 x 12, divided by 365 days.
5. The Tenant has paid \$1,530.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$11,890.37.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is a last month deposit on file but the Landlord's representative is unsure of the amount on deposit.

9. 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. The Tenant is a productive member of society who has gone through significant hardships after losing his employment. The Tenant returned to school through Ontario's Second Careers work program obtaining and becoming a qualified tradesperson. The Tenant now has employment and has made rental payments in the 3 months leading into the hearing date. The Tenant also works within walking distance of his current employment and is long time Tenant who is currently living in a viable and affordable rental unit based on his monthly income of approximately \$2400 a month. Although the Landlord has faced prejudice with the amount of outstanding rental arrears, this payment plan allows an opportunity to make the Landlord financially whole and the Tenant a reasonable opportunity to sustain a viable tenancy.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$12,076.37 for arrears of rent up to May 31, 2023 and costs.
2. The Tenant 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>
October 15, 2023	\$650.00 (costs and arrears)
November 15, 2023	\$650.00 (arrears)
December 15, 2023	\$650.00 (arrears)
January 15, 2024	\$650.00 (arrears)
February 15, 2024	\$650.00 (arrears)
March 15, 2024	\$650.00 (arrears)
April 15, 2024	\$650.00 (arrears)
May 15, 2024	\$650.00 (arrears)
June 15, 2024	\$650.00 (arrears)
July 15, 2024	\$650.00 (arrears)
August 15, 2024	\$650.00 (arrears)
September 15, 2024	\$650.00 (arrears)

<b>Date Payment Due</b>	<b>Amount Of Payment</b>
October 15, 2024	\$650.00 (arrears)
November 15, 2024	\$650.00 (arrears)
December 15, 2024	\$650.00 (arrears)
January 15, 2025	\$650.00 (arrears)
February 15, 2025	\$650.00 (arrears)
March 15, 2025	\$650.00 (arrears)
April 15, 2025	\$376.37 (arrears)

3. Since the application was filed, \$3,110.40 has become due in lawful monthly rent. The Tenant must pay the lawful monthly rent for June 2023, July 2023, August 2023 and September 2023 by September 30, 2023. Any payments the Tenant has made since the hearing date will be applied to the above amount in this paragraph (paragraph #3).
4. 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 April 1, 2025, or until the arrears are paid in full, whichever date is earliest.
5. 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 October 1, 2023.

**September 8, 2023**  
**Date Issued**

\_\_\_\_\_  
 André-Paul Baillargeon-Smith  
 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 March 20, 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.