



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

Citation: PARK PROPERTY MANAGEMENT INC. v Satterswaite, 2023 ONLTB 59468

Date: 2023-08-29

File Number: LTB-L-008783-23

In the matter of: 907, 40 CARABOB CRT
SCARBOROUGH ON M1T3N3

Between: PARK PROPERTY MANAGEMENT INC. Landlord

And

Andrae Satterswaite Tenant

PARK PROPERTY MANAGEMENT INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Andrae Satterswaite (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 17, 2023.

The Landlord's representative A Sada 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 \$1,300.68. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.76. This amount is calculated as follows: \$1,300.68 x 12, divided by 365 days.
5. The Tenant has paid \$3,369.00 to the Landlord since the application was filed.
6. The rent arrears owing to August 31, 2023 are \$8,305.36. The Tenant did not dispute the amount of rental arrears.

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 \$1,300.68 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.

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9. Interest on the rent deposit, in the amount of \$20.40 is owing to the Tenant for the period from January 1, 2023 to August 17, 2023.

Relief from Eviction

10. 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.
11. The Tenant wants to maintain the tenancy. The Tenant testified that he became behind in the rental payments because he had lost his employment and was retraining for a new career. The Tenant said he has confirmed employment that begins on September 15, 2023. The Tenant offered a payment plan of an additional \$300.00 on the 1st day of the month and \$800.00 on the 15th day of the month until the arrears were paid in full.
12. The Landlord's representative objected to maintaining the tenancy and the payment plan. The Landlord's representative submitted communication from March, 2023 in which the Tenant had offered a payment plan and did not fulfil his obligations.
13. I find that the Tenant now has employment and has offered a reasonable repayment plan that resolves the rental arrears in a reasonable amount of time and does not unduly prejudice the Landlord. Therefore I will order that the tenancy continue under the conditions in this order.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,491.36 for arrears of rent up to August 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:
 1. \$1,100.00 on September 15, 2023;
 2. \$300.00 on October 1, 2023;
 3. \$800.00 on October 15, 2023;
 4. \$300.00 on November 1, 2023;

5. \$800.00 on November 15, 2023;
6. \$300.00 on December 1, 2023;
7. \$800.00 on December 15, 2023;
8. \$300.00 on January 1, 2024;
9. \$800.00 on January 15, 2024;
10. \$300.00 on February 1, 2024;
11. \$800.00 on February 15, 2024;
12. \$300.00 on March 1, 2024;

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13. \$800.00 on March 15, 2024; 14. \$300.00 on April 1, 2024; and
15. \$491.36 on April 15, 2024.

3. The Tenant shall also pay to the Landlord the rent for the month of September 2023 no later than September 15, 2023.
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, 2024 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 August 31, 2023.

August 29, 2023

Date Issued

Heather Kenny

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.