



Order under Section 69 Residential Tenancies Act, 2006

Citation: Hong v Blaize, 2023 ONLTB 57255

Date: 2023-08-21

File Number: LTB-L-009062-23

In the matter of: Main level & garage, 2195 STIR CRES
MISSISSAUGA ON L4Y3V2

Between: Madison Hong Landlord

And

McGeorge Blaize and Medina Connell-Blaize Tenants

Madison Hong (the 'Landlord') applied for an order to terminate the tenancy and evict McGeorge Blaize and Medina Connell-Blaize (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 4, 2023.

The Landlord 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 \$2,000.00. It is due on the 7th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 6, 2023 are \$14,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 issues raised by the Tenants

8. The Tenants raised a number maintenance issues pursuant to section 82 of the *Residential Tenancies Act, 2006* (“Act”).

- bad windows;
- doorbell;
- stove hood and duct repair

9. The Tenants have the burden of proving these allegations on a balance of probabilities.

10. The Tenants allegations concern maintenance issues. Section 20(1) of the *Residential Tenancies Act, 2006* (the “Act”) states:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

11. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord’s maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

Bad Windows

12. The Tenants asserted that the windows do not keep the heat in the residence causing significant increases in the cost of heating the apartment. Pictures were presented that showed that the windows frosted in the winter. There is no evidence that shows that the cost of heating the apartment is higher than it would otherwise be. The Tenants are seeking the windows be replaced and a percentage of gas bills which were not provided.

13. The Landlord sent a person to take measurements of the windows so that kits to place over the windows could be provided. The Landlord followed up with the Tenants to get confirmation on the measurements. The Tenants did not respond to the Landlord with measurements of the windows.

14. No evidence has been presented to suggest that the windows leak, causing an increased cost to the Tenants. Further, the Landlord attempted to provide a resolution to the Tenants which was ignored. I do not find that the Tenants have established that the Landlord has breach its obligations under section 20(1) with respect to this issue.

Doorbell

15. There is no power to the area to the home where there would be a doorbell. The Tenants cannot hear when people come to the house and they are upstairs. The Tenants stated that the Landlord had sent a doorbell for them to install, as there is not one at present. The Landlord was not made aware that the doorbell was not functioning. The lack of a doorbell does not present a major inconvenience to the Tenants. I do not find that the Tenants have established that the Landlord has breach its obligations under section 20(1) with respect to this issue.

Stove Hood and Duct Repair

16. The Tenant MB installed a new stove hood. The Tenants provided correspondence with the Landlord where the Landlord said that they would reimburse the Tenants for the expense. Both parties agree that the amount is \$463.00. The Landlord says that they cannot afford to pay it because of the size of the arrears. I am ordering the amount owing be deducted from the arrears owed by the Tenants, as the Landlord is responsible for repair and maintenance costs. Therefore, the Tenants are entitled to a rebate of \$463.00 for the stove hood and duct repair issue they raised under section 82.

Relief from eviction

17. 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.
18. The Tenant MB's father passed away. This caused great hardship on the family. T
19. The Tenants stated that they had bank drafts totalling \$4000.00 to provide the Landlord and can \$400.00 per month towards the balance of the arrears. The Tenants said that they could manage with a 12 month plan, though, they would prefer longer.
20. The Landlord objected to a repayment plan of more than 12 months, though, in their closing submissions, objected to a 3 month repayment plan.
21. I am satisfied that the Tenant is now working more steadily and it would not be unfair to grant a 12 month payment plan, as nearly a third of the arrears will have to be paid by the end of the month.

It is ordered that:

1. The Tenants shall pay the Landlord \$13,723.00, which represents the arrears of rent and costs outstanding less the rebate owed for the period ending July 31, 2023.

2. The Landlord's application for eviction of the Tenants is denied on the condition that Tenants make the following payments towards the amount set out in paragraph 1:
 - (a) \$4,000.00 by August 31, 2023
 - (b) \$810.25 by September 15, 2023;
 - (c) \$810.25 by October 15, 2023;
 - (d) \$810.25 by November 15, 2023;
 - (e) \$810.25 by December 15, 2023;
 - (f) \$810.25 by January 15, 2024;
 - (g) \$810.25 by February 15, 2024;
 - (h) \$810.25 by March 15, 2024; (i) \$810.25 by April 15, 2024; (j) \$810.25 by May 15, 2024. (k) \$810.25 by June 15, 2024; (l) \$810.25 by July 15, 2024 and (m)\$810.25 by August 15, 2024.
3. The Tenants shall also pay the Landlord the monthly rent in full for the month of August 2023 by August 31, 2023.
4. The Tenants shall also pay the Landlord the monthly rent in full and by the first day of each corresponding month for the months of September 2023 to August 2024 or, until the arrears are paid in full.
5. If the Tenants fail to make any of the payments in accordance with paragraphs 2-4, and by the dates required 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 Tenants 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 paragraphs 2-4 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.

August 21, 2023

Date Issued

William Greenberg

Member, Landlord and Tenant Board

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File Number: LTB-L-009062-23

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

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