



Order under Section 69 Residential Tenancies Act, 2006

Citation: Platinum Property Management Inc. v Newsome, 2023 ONLTB 55804

Date: 2023-08-15

File Number: LTB-L-000943-23

In the matter of: 1, 271 KING WILLIAM ST HAMILTON
ON L8L1N9

Between: Platinum Property Management Inc. Landlord

And

Richard Newsome Tenant

Platinum Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Charlene Kondrat and Richard Newsome (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 23, 2023.

The Landlord's Agent, Omar Kahn, the Landlord's Legal Representative, Sara Atkinson, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

The parties agreed that Charlene Kondrat vacated the rental unit and sought to remove her as a party to the application. I consented to the request and as a result, Charlene Kondrat is removed as a party to the application.

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 \$1,244.76. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$40.92. This amount is calculated as follows: $\$1,244.76 \times 12$, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The parties agreed that as of the date of the hearing, the Tenant was owing \$8,826.80 which consists of \$8,640.80 in rent arrears and \$186.00 for the cost of filing the application.
7. The Landlord collected a rent deposit of \$1,200.00 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.
8. Interest on the rent deposit, in the amount of \$104.63 is owing to the Tenant for the period from September 15, 2017 to May 23, 2023.

Relief from eviction

9. The Landlord's Legal Representative submitted that the Landlord is seeking a standard voidable order. He submitted the Landlord has attempted to work with the Tenant however they received no response from the Tenant with respect to proposed payment plans nor has the Tenant made any payments since the application was filed.
10. The Tenant testified he has resided in the rental unit for six years and wants to preserve his tenancy. The Tenant proposed a payment plan in which he would pay the rent for June on June 15, 2023 and commencing July 1, 2023 he would pay the monthly rent plus an additional \$1,244.76 towards the rent arrears. This proposed payment plan would be in place for eight months. The Tenant stated he is employed and based on his monthly income he has the financial means to ensure the proposed payments are made.
11. The Landlord's Legal Representative was opposed to this proposed repayment plan as the rent arrears are significant and the Tenant has made no payments since the application was filed. She submitted the Tenant did not respond to any of the Landlord's communications with respect to payment plans prior to the hearing and has provided no evidence to guarantee the terms of a repayment plan can be met. She added the rent arrears are significant and continuing the tenancy would be prejudicial to the Landlord.
12. 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. In making this finding, I considered the Tenant's proposed repayment plan and his testimony with respect to his financial ability to adhere to it. The proposed payment plan is within the Tenant's financial means and will reduce the Landlord's financial prejudice. Bearing in mind that eviction is a remedy of last resort, I find it would not be unfair to provide the Tenant with relief from eviction on terms that respect the Landlord's right to collect the rent, that would require the Tenant to reduce the Landlord's financial prejudice, that respects the Tenant's assertion that he can restore this tenancy to good standing and that would provide the Landlord with immediate recourse in the event of a breach of any of the following terms.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,826.80, which represents the arrears of rent (\$8,640.80) owing to the date of the hearing, and costs (\$186.00) for the filing of the application.
2. The Landlord’s application for eviction of the Tenant is denied on the condition that:
 - a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
September 1, 2023	\$1,244.76 (costs and arrears)
October 1, 2023	\$1,244.76 (arrears)
November 1, 2023	\$1,244.76 (arrears)
December 1, 2023	\$1,244.76 (arrears)
January 1, 2024	\$1,244.76 (arrears)
February 1, 2024	\$1,244.76 (arrears)
March 1, 2024	\$1,244.76 (arrears)
April 1, 2024	\$113.48 (arrears)

- b) **The Tenant shall also pay the Landlord the lawful monthly rent for the months of June 2023 on June 15, 2023 and from July 2023 to April 2024 in full, and on the first day of each corresponding month.**
3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required then:
- a) The Landlord may apply under section 78 of 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 2 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 postjudgment interest rate determined under subsection 207(7) of the Act.

August 15, 2023

Date Issued

Susan Priest

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.