



Order under Section 69 Residential Tenancies Act, 2006

Citation: 11829149 Canada Inc. v Alphonso, 2023 ONLTB 55879

Date: 2023-08-08

File Number: LTB-L-061641-22

In the matter of: Lower Unit, 2591 Kingsberry Crescent Mississauga
ON L5B2K7

Between: 11829149 Canada Inc. Landlord

And

Ferdinand Alphonso Tenant

11829149 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ferdinand Alphonso (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 21, 2023. The Landlord's agent, R. Dass, the Landlord's representative, A. Choubeta, 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 \$1,023.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.63. This amount is calculated as follows: \$1,023.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The parties agree that the rent arrears owing to June 30, 2023 are \$12,036.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent 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.

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10. At the hearing the Tenant submitted that he would like to remain in the rental unit and proposed a payment plan. I canvassed with the Tenant and the Landlord whether this tenancy was still viable, considering the plan that the Tenant proposed. Essentially, the Tenant proposed to pay \$1,000.00, in addition to their monthly rent, which would make the Landlord whole within 13 months.
11. At the hearing the Landlord submitted that given the Tenant's lack of due diligence regarding their efforts to pay their rent they had little confidence that the Tenant would adhere to a payment plan. There was no dispute that the Tenant did not make any payments to the Landlord since the application was filed.
12. As the Tenant had not made any payments and given the quantum of arrears, I find their concerns legitimate. However, the Tenant has lived in the rental unit since 2011, is a 54-year-old individual, and suffered some extenuating bodily injuries. As of the date of the hearing was back to work full time and making enough income to support the plan proposed and the monthly rent.
13. In an attempt to preserve this tenancy, I informed the parties that I would reserve my decision regarding the payment plan. I stated at the hearing, that if the Tenant paid their monthly rent for July 2023 in full and on time and made the \$1,000.00 payment on July 21, 2023, I would grant the plan. If the Tenant failed to make the payments in full and on time- I would issue a 'standard' order.
14. I gave an oral direction at the hearing for the Landlord's representative to provide the Board with a post hearing submission by July 24, 2023, informing me whether or not the Tenant made the payments. I reviewed the file on August 3, 2023 and no such submission was provided. As such, I assume the Tenant has made the required payments and I am issuing the order with the proposed payment plan.

It is ordered that:

1. The Tenant shall pay to the Landlord \$12,222.00 for arrears of rent up to June 30, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) July 21, 2023, \$1,000.00
 - b) August 18, 2023, \$1,000.00
 - c) September 29, 2023, \$1,000.00

- d) October 27, 2023, \$1,000.00
- e) November 24, 2023, \$1,000.00
- f) December 22, 2023, \$1,000.00
- g) January 19, 2024, \$1,000.00
- h) February 16, 2024, \$1,000.00
- i) March 29, 2024, \$1,000.00
- j) April 26, 2024, \$1,000.00

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- k) May 24, 2024, \$1,000.00
- l) June 21, 2024, \$1,000.00
- m) July 26, 2024, \$1,000.00

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2023 to July 1, 2024, or until the arrears are paid in full, whichever date is earliest.
4. 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 June 30, 2023.

August 8, 2023

Date Issued

Curtis Begg

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.