



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: 2517503 Ontario inc. v Bell, 2023 ONLTB 53944

Date: 2023-08-01

File Number: LTB-L-022143-22-RV

In the matter of: 3, 350 WALLACE AVE S
LISTOWEL ON N4W0G2

Between: 2517503 Ontario inc.

Landlord

And

Lisa Bell
Jessica Wratten
Clinton Wratten

Tenant

Review Order

2517503 Ontario inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Bell, Jessica Wratten and Clinton Wratten (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was resolved by order LTB-L-022143-22 issued on June 6, 2023.

On June 14, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On June 15, 2023 interim order LTB-L-022143-22-RV-IN was issued, staying the order issued on June 6, 2023.

This application was heard by videoconference on July 20, 2023.

The Landlord's Agents, Igor Drobinin and Julia Drobinina, the Landlord's legal representative, Joseph Kazubek, the Tenant, Lisa Bell, and the Tenant's legal representative, Jamie Hildebrand, attended the hearing.

Determinations:

The Tenant's request to review:

1. The Tenant submitted that she was not reasonably able to participate in the proceedings because she was not aware of the hearing held on March 8, 2023, and because she had thought the matter had been settled.



2. The Tenant did not attend the hearing of the Landlord's application on March 8, 2023, because the Tenant had thought that the matter had been resolved by a previous order of the Board LTB-L-069850-22 issued on consent on March 3, 2023. According to that order the Tenant was to pay the outstanding arrears of rent in instalments and also to pay her rent on time as it came due until May 2023.
3. The Tenant did not dispute that the Notice of Hearing for the March 8 hearing had been sent to her; however, she did not open the envelope containing the Notice of Hearing. The Tenant's two children are named in the Landlord's applications as respondent Tenants and as such the Board sends all documents to the Tenant in triplicate. Due to the multiplicity of documents the Tenant receives, the Tenant failed to open the Notice of Hearing, as she had thought that it was correspondence pertaining to the previous matter heard on February 22, 2023, which resulted in the above mentioned consent order.
4. The Tenant stated that she would have attended the hearing had she known about it, just as she had attended the hearing on February 22, 2023.
5. Moreover, the Tenant submitted that the order contained a serious error indicating that the Tenant had not paid rent on time since the Landlord gave the Tenant the N8 Notice of Termination. In fact, the Tenant had paid her rent on time in the last 8 months.
6. On the basis of the evidence and submissions before me, I am satisfied that a serious error occurred in the proceedings and that the Tenant was not reasonably able to participate in the proceeding. I find that it was not unreasonable for the Tenant to believe that the issues of late payment have been settled by the previous proceedings, wherein the Tenant promised to her rent on time. The Tenant's failure to open the envelope containing the Notice of Hearing for March 8, 2023, is, in my view, an honest mistake considering the multitude of mailings she was receiving.
7. As such, the Tenant's request to review was grated and the Landlord's application was heard de novo.

L2 application:

8. The Tenant did not deny that she has persistently failed to pay the rent on the date it was due.
9. As such, the only issue before the Board was relief from eviction.
10. The Tenant explained that she had fallen behind in her rent payments due to health issues, family and work circumstances. These issues appear to have been resolved. The Tenant is employed and able to pay her rent in full and on time, as she had demonstrated in the last eight months.
11. The Tenant requested a conditional order.
12. The Landlord vehemently opposed the Tenant's request for a conditional order and requested a standard eviction order. According to the Landlord, the Tenant's failure to pay rent on time caused the Landlord significant financial hardship.
13. The Tenant, however, demonstrated, that she was able to pay the rent on time since December 2022, as documented by the rent ledger submitted by the Landlord. As such, if



the Tenant continues to pay the rent on time as she had in the last eight months, there should be no prejudice to the Landlord.

14. 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.

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenant stated that she could pay those costs forthwith.

It is ordered that:

1. The request to review order LTB-L-022143-22 issued on June 6, 2023 is granted. The order is cancelled and replaced with the following order.
2. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
3. The Tenant shall pay the Landlord the lawful rent as it comes due on or before the 1st day of each and every month starting August 1, 2023 until and including July 1, 2024.
4. If the Tenant fails to comply with the conditions set out in paragraph 3 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Board without notice to the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before August 12, 2023, the Tenant will start to owe interest. This will be simple interest calculated from August 13, 2023 at 6.00% annually on the balance outstanding.

August 1, 2023
Date Issued

Jana Rozehnal
Member, Landlord and Tenant Board

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