



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** LOWNDES HOLDINGS INC. v Watson, 2023 ONLTB 52405

**Date:** 2023-07-31

**File Number:** LTB-L-020532-23

**In the matter of:** 7, 11 LOWNDES AVE  
KESWICK ON L4P3K3

**Between:** LOWNDES HOLDINGS INC. Landlord

**And**

Jared Watson and Brittanie Santamaria Tenants

LOWNDES HOLDINGS INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Jared Watson and Brittanie Santamaria (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 6, 2023. This application was heard by videoconference on July 6, 2023. The Landlord's agent, Samira Bishelli attended the hearing. Both Tenants attended the hearing and spoke with duty counsel prior to the hearing.

### Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,850.00. It is due on the 1st day of each month.
4. The Tenants have not made any payments since the application was filed.
5. The parties agree the rent arrears owing to July 31, 2023 are \$10,022.59 plus \$75.00 NSF fees.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,850.00 from the Tenants 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. The Landlord requests termination of the tenancy and that the Tenants move out of the rental unit by July 31, 2023. The Landlord stated that it attempted to negotiate a repayment of the arrears by telephone with the Tenants in March 2023 but the Tenants' telephone

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was not in service. The Landlord states that the superintendant tried speaking with the Tenant Brittanie Santamaria in March 2023 but the Tenant closed door and would not speak to Superintendent. The Landlord states that it attempted to withdrawal \$1,850.00 in February 2023, March 2023, and April 2023 for the monthly rent but the payments did not clear. The Landlord further states that the Tenants requested that the Landlord not attempt any further withdrawals because the Tenants did not have the funds. The Landlord states there has been no communication with the Tenants since March 2023.

### Relief from eviction

10. The Tenants state that the Landlord tried to withdrawal \$3,700.00 in March 2023 and the amount was NSF. The Tenants state the Landlord made no further attempts to withdraw funds from the Tenants account since March 2023. The Tenants state they spoke with the property manager Samira Bishelli in March 2023 by telephone and that she advised the Tenants they need to move out. The Tenant Jared Wilson states that he lost his job in December 2022 and he also had health issues. Jared Wilson states he has started a new job in June 2023. The other Tenant Brittanie Santamaria is an ODSP recipient. Both Tenants state they wanted to remain in the rental unit and that they are able to pay the ongoing monthly rent plus make monthly payments towards the arrears.
11. The Landlord opposed a payment plan for the arrears and states the Tenants have not made any payments since the application was filed.
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.
13. Having considered both parties' submissions, I find it would not be unfair in the circumstances to grant the Tenants a payment plan after exploring both Tenants monthly income. The Tenants were in agreement to the terms of the payment plan as set out below.

### It is ordered that:

1. The Tenants shall pay to the Landlord \$10,283.59 which represents the arrears of rent (\$10,022.59), NSF fees (\$75.00) and costs (\$186.00) outstanding for the period ending July 31, 2023.
2. The Landlord's application for eviction of the Tenants is denied on the conditions that: the Tenants make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order as set out below:
  - a) Commencing August 1, 2023 and up to an including August 1, 2024, the Tenants shall pay \$734.54 on or before the first day of each month; and
  - b) On or before September 1, 2024, the Tenants shall pay one final payment of \$734.57; and

3. The Tenants shall also pay to the Landlord the lawful monthly rent on time and in full as it comes due and owing for the period August 1, 2023, to September 1, 2024 inclusive, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after July 31, 2023.

**July 31, 2023**  
**Date Issued**

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Kimberly Parish  
Member, Landlord and Tenants 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.