



Order under Section 69 Residential Tenancies Act, 2006

Citation: Centurion Property Associates Inc v Andres, 2023 ONLTB 53126

Date: 2023-07-28

File Number: LTB-L-021350-23

In the matter of: 312, 252 ST ANDREWS ST
CAMBRIDGE ON N1S4T2

Between: Centurion Property Associates Inc Landlord

And

Margaret Andres and Desmond Andres Tenants

Centurion Property Associates Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Margaret Andres and Desmond Andres (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on July 17, 2023.

The Landlord's Legal Representative, Danial Abraham, and one of the Tenants, Margaret Andres, attended 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 \$1,439.65. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$47.33. This amount is calculated as follows: \$1,439.65 x 12, divided by 365 days.
5. The Tenants has paid \$4,675.68 to the Landlord since the application was filed.
6. The Tenants do not dispute that the rent arrears owing to July 31, 2023 are \$4,584.87.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,334.00 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.

9. Interest on the rent deposit, in the amount of \$18.09 is owing to the Tenants for the period from January 1, 2023 to July 17, 2023.
10. 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.
11. Margaret Andres stated that one of the Tenants abruptly vacated the rental unit, leaving her and her son (the other tenant) having to come up with the monthly rent on their own. She lost her job and is currently receiving Ontario Works. She also stated that her other son recently moved into the rental unit to assist them with meeting their financial obligations. She further stated that both her sons recently lost their jobs but have started working with temporary agencies and are making more money. She proposed paying \$1,650.00 (rent + \$210.35) each month until the rent arrears are paid in full as this is the maximum amount they can afford at this time.
12. The Tenants have resided in the rental unit for 5 years. The Tenants are all currently looking for stable work and plan to speak with Community Services to see if they qualify for any additional financial assistance to pay off the rental arrears.
13. The Landlord's Legal Representative submitted that the Landlord will only agree to a repayment plan if the rent arrears are paid within 12 months. He further submitted that he is concerned that the Tenants will not be able to maintain this payment plan.
14. I find that granting the Tenants' proposed repayment plan is not unfair in these circumstances given the length of the tenancy and that the Tenants have made significant payments recently to the Landlord. The Landlord's Legal Representative opposed a repayment plan over 12 months and has concerns that the Tenants will not be able to maintain the payment plan. However, if the Tenants fail to meet the terms of this payment plan, the Landlord may apply to terminate the tenancy without notice to the Tenant.

It is ordered that:

1. The Tenants shall pay to the Landlord \$4,770.87 for arrears of rent up to July 31, 2023, and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
August 1, 2023	\$210.35 (arrears + costs)
September 1, 2023	\$210.35 (arrears)
October 1, 2023	\$210.35 (arrears)

November 1, 2023	\$210.35 (arrears)
December 1, 2023	\$210.35 (arrears)
January 1, 2024	\$210.35 (arrears)
February 1, 2024	\$210.35 (arrears)
March 1, 2024	\$210.35 (arrears)
April 1, 2024	\$210.35 (arrears)
May 1, 2024	\$210.35 (arrears)
June 1, 2024	\$210.35 (arrears)
July 1, 2024	\$210.35 (arrears)
August 1, 2024	\$210.35 (arrears)
September 1, 2024	\$210.35 (arrears)
October 1, 2024	\$210.35 (arrears)
November 1, 2024	\$210.35 (arrears)
December 1, 2024	\$210.35 (arrears)
January 1, 2025	\$210.35 (arrears)
February 1, 2025	\$210.35 (arrears)
March 1, 2025	\$210.35 (arrears)
April 1, 2025	\$210.35 (arrears)

May 1, 2025	\$210.35 (arrears)
June 1, 2025	\$143.17 (arrears)

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period August 1, 2023 to June 30, 2025, 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 28, 2023

Date Issued

Lisa Del Vecchio

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.