



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

**Citation:** Rent London Inc. v Orellana, 2023 ONLTB 50793

**Date:** 2023-07-25

**File Number:** LTB-L-060953-22-RV2

**In the matter of:** 117, 1090 KIPPS LANE  
LONDON ON N5Y1V4

**Between:** Rent London Inc. Landlord

**And**

Joanna Orellana Tenant

### Review Order

Rent London Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Joanna Orellana (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-060953-22 issued on May 9, 2023.

On June 2, 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 5, 2023, interim order LTB-L-060953-22-RV-IN was issued, staying the order issued on

This review request was heard in by videoconference on July 5, 2023 at 09:00.

The Landlord Carlos Sousa and the Tenant attended the hearing.

### Determinations:

#### Review Request

1. In the request to review filed on June 2, 2023 the Tenant claims they were not reasonably able to participate in the previous hearing held on April 26, 2023 due to having to take their child to the hospital.
2. On the basis of the submissions made in the request and the evidence provided at the hearing, I was satisfied that the Tenant was not reasonably able to participate in the previous hearing. Specifically, given the Tenant is a single mother and at the time of the incident had no one to assist her I granted the request for review and directed the matter to an immediate *De Novo* (new) hearing as detailed below.



## New Hearing

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,113.20. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$36.60. This amount is calculated as follows: \$1,113.20 x 12, divided by 365 days.
7. The Tenant has paid \$6,661.00 to the Landlord since the application was filed.
8. The rent arrears owing to July 31, 2023 are \$4,726.35. The Tenant didn't dispute the amount of arrears owing.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$1,100.00 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.
11. Interest on the rent deposit, in the amount of \$36.52 is owing to the Tenant for the period from April 1, 2020 to July 5, 2023.
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. The Tenant testified it was their intent to maintain the tenancy, and submitted a payment plan that would see them clear the arrears on or before September 20, 2023.
14. The Landlord objected to the Tenant's submission and requested that a standard order (11 Days) for eviction be ordered.
15. Upon consideration of the Tenant's finances, I was satisfied that the payment plan proposed was reasonable and realistic and would not unduly prejudice the Landlord.


### **It is ordered that:**

1. The Tenant shall pay to the Landlord \$4,912.35 for arrears of rent up to July 31, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 3 in accordance with the following schedule:
  - a. On or before July 22, 2023 -\$1,113.00;



- b. On or before July 28, 2023 -\$1,113.00;
  - c. On or before August 20, 2023 -\$1,372.00;
  - d. On or before September 20, 2023 -\$1,314.35
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 August 1, 2023 to September 1, 2023, 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 2 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 July 31, 2023.

**July 25, 2023**  
**Date Issued**

  
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Kelly Delaney  
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.

