



Order under Section 78(6) Residential Tenancies Act, 2006

Citation: Starlight Canadian Residential Growth Fund III v Francis-Ransome, 2023 ONLTB 51019

Date: 2023-07-19

File Number: LTB-L-029226-23

In the matter of: 304-190 Nonquon Road
OSHAWA ON L1G3S7

Between: Starlight Canadian Residential Growth Fund III Landlord

And

Patricia Francis-Ransome Tenant

Starlight Canadian Residential Growth Fund III (the 'Landlord') applied for an order to terminate the tenancy and evict Patricia Francis-Ransome (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on January 24, 2023 with respect to application LTB-L-071073-22.

This matter was directed to a hearing to determine who the Landlord is.

This application was heard by videoconference on June 12, 2023.

The Landlord's Legal Representative Sara Ginman and the Tenant attended the hearing.

Determinations:

Who is the Landlord?

1. The Landlord's application was directed to a hearing on May 10, 2023 to determine who the Landlord is.
2. The Landlord's Legal Representative entered into evidence an Authorization and Direction dated December 14, 2022, which transferred interest in this application from the original landlord, Galaxy Value ADD Ontario Properties LP, to the new Landlord, Starlight Canadian Residential Growth Fund III.
3. As such, having confirmed who the new Landlord is the Landlord's application was amended accordingly.

Landlord's Application

4. The mediated settlement provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the mediated settlement. This application was filed within 30 days of the breach.
5. I find that the Tenant has not met the following conditions specified in the mediated settlement:
 - a) The Tenant failed to pay the lawful rent owed for April 2023 by April 1, 2023.
 - b) The Tenant failed to pay \$400.00 towards the arrears on March 15, 2023.
6. The Tenant also did not pay the lawful rent owed for March 2023 by March 1, 2023, failed to pay \$400.00 towards the arrears on February 15, 2023, and failed to pay the lawful rent owed for February 2023 by February 1, 2023.
7. Since the Landlord filed their application, the Tenant has only made one payment of \$3,800.00 which was made on June 8, 2023.
8. The previous application includes a request for an order for the payment of arrears of rent and the mediated settlement requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.
9. The Tenant was required to pay \$7,820.99 for rent arrears and the application filing fee in the previous mediated settlement. The amount that is still owing from that mediated settlement is \$7,820.99 and that amount is included in this order.
10. Since the date of the previous mediated settlement, the Tenant has failed to pay the full rent that became owing for the period from February 1, 2023 to April 30, 2023.

Daily Compensation

11. The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$61.69. This amount is calculated as follows: \$1,876.39 x 12, divided by 365 days.

Section 83 Considerations

12. The Tenant acknowledged the breach and testified that when the new Landlord took over management of the residential complex she was sent a new account number to facilitate her rent payments however, the Tenant testified that her father passed away in December and that month was difficult for her.
13. The Tenant testified that she had been paying her rent to the old account for some time and required a considerable amount of time to get a refund, which is why the Tenant made a \$3,800.00 payment on June 8, 2023.
14. The Tenant testified that she would like to remain in the unit as she had been evicted previously and is a single mother. The Tenant offered a payment plan whereby she would be willing to pay the regular rent on time and would pay an additional \$600.00 per month

towards the arrears. The Tenant testified that she is currently working in a salon and is planning on going back to school.

15. Reviewing the evidence, I note that the transition of landlords occurred sometime in December of 2022 and the hearing with respect to this application had taken place on January 19, 2023. The Tenant's father also passed away in December of 2022.
16. The Tenant agreed to the payment plan on that date and testified that she had been provided the new Landlord's account number in December. The Tenant immediately breached the mediated settlement by not paying any rent or arrears for February 2023.
17. The Tenant knew or ought to have known or at the very least, should have determined where to pay her rent when she agreed to the payment plan at the January 19, 2023 hearing. The Tenant testified that she needed time to get refunds for the amounts paid to the wrong accounts however, the \$3,800.00 paid on June 8, 2023 was short \$7,181.95 which was required to be paid for rent and arrears between February 1, 2023 and June 1, 2023.
18. On a balance of probabilities, I am not satisfied that the Tenant's proposed payment plan is reasonable or viable in the circumstances. That said, eviction will be postponed until August 31, 2023 to allow the Tenant to find a new unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2023.
2. If the unit is not vacated on or before August 31, 2023, then starting September 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after September 1, 2023.
4. The Tenant shall pay to the Landlord \$14,575.05*. **(Less any payments made by the Tenant after the hearing date of June 12, 2023)**. This amount represents the rent owing up to July 19, 2023 and the cost of filing the previous application.
5. The Tenant shall also pay to the Landlord \$61.69 per day for compensation for the use of the unit starting July 20, 2023 to the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before July 30, 2023, the Tenant will start to owe interest. This will be a simple interest calculated from July 31, 2023 at 6.00% annually on the balance outstanding.

July 19, 2023
Date Issued

Jagger Benham
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 31, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

* Refer to the attached Summary of Calculations.

Summary of Calculation**Amount the Tenant must pay the Landlord:**

Reason for amount owing	Period	Amount
Amount owing from previous mediated settlement	Up to January 31, 2023	\$7,820.99
New Arrears	February 1, 2023 to July 19, 2023	\$6,754.06
Plus daily compensation owing for each day of occupation starting July 20, 2023		\$61.69 (per day)
Total the Tenant must pay the Landlord:		\$14,575.05 +\$61.69 per day starting July 20, 2023

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