



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Andrew Naus & Sons Ltd. v Taryn Bailey, 2023 ONLTB 46291

Date: 2023-06-30

File Number: LTB-L-006900-23

In the matter of: 1/2, 186 PARKER ST
SARNIA ON N7T6G2

Between: Andrew Naus & Sons Ltd. Landlord

And

Josh D'alessandro and Taryn Bailey Tenant

Andrew Naus & Sons Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Josh D'alessandro and Taryn Bailey (collectively the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 8, 2023.

The Landlord's Representative Jean Naus and the Tenant, Taryn Bailey attended the hearing. Josh D'alessandro moved out of the unit prior to the hearing.

Determinations:

1. The Tenant has not paid the total rent they were required to pay for the period from January 2023 to June 30, 2023. Because of the arrears, the Landlord served a N4 Notice of Termination with termination effective 20 January 2023.
2. The Tenant was in possession of the rental unit when the L1 application was filed and they remain in possession as of the hearing date.

The Amount the Tenant Owes the Landlord

3. The lawful monthly rent is \$1,700.00.
4. The Tenant paid \$3,240.79 after the application was filed but before the hearing.

5. The total amount outstanding to June 30, 2023, inclusive of rent arrears (\$6,959.21) and costs (\$186 filing fee) is \$7,145.21.

S. 83 Considerations

6. 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

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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.

7. The Tenant's roommate moved out leaving her to bear the entire rent burden alone.
8. The Tenant is a single mom, and she is currently working at two jobs. She has two teenage children.
9. She is planning to go back to school, college, in September 2023. To this end, she has acquired a substantial OSAP loan of \$31,400. From that amount, \$24,000 is earmarked for living expenses. Her gross income right now is about \$2,300. That leaves her a surplus of \$600. In my view, she has the financial capacity to fulfill the terms of the tenancy, in terms of rent owing.
10. The Landlord testified that the Tenant promised to pay \$1,000 in two installments of \$500 each, earlier this year. In the end, she only paid \$300. The Landlord was generous to give the Tenant a certificate to buy groceries. The Landlord is reluctant to believe the Tenant now.
11. In my view, it would not be fair to the Tenant, in these circumstances, not to give her another opportunity to preserve this tenancy, which, in my opinion, is a viable one. Therefore, I have decided to offer relief from eviction by way of a payment plan. But if the Tenant does not follow the plan, and defaults, then the Landlord can terminate the tenancy, without notice to the Tenant.

It is ordered that:

1. The tenancy between the Landlord and the Tenant shall continue, subject to the conditions set out below.
2. The Tenant shall pay to the Landlord \$7,145.21, for arrears of rent up June 30, 2023 and costs.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

Date of Payment	Amount of Payment
September 15, 2023	\$7,145.21.

4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2023 to September 30, 2023, or until the arrears are paid off in full, whichever is earlier.
5. If the Tenant fails to make the payment 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

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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 June 30, 2023.

June 30, 2023

Date Issued

James Campbell
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 12, 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.