



Order under Section 69 Residential Tenancies Act, 2006

Citation: DD Acquisitions Partnership v Eudine Latchman, 2023 ONLTB 46379

Date: 2023-06-29 **File**

Number: LTB-L-006358-23

In the matter of: 303, 9 CRAIGTON DR
Toronto ON M1L2N6

Between: DD Acquisitions Partnership Landlord

And

Eudine Latchman Tenant

DD Acquisitions Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Eudine Latchman (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 legal representative, Sofia Enriquez, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,070.30. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$35.19. This amount is calculated as follows: \$1,070.30 x 12, divided by 365 days.
5. The Tenant has paid \$5,195.17 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2023 are \$1,614.00.

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 \$1,031.84 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.
9. Interest on the rent deposit, in the amount of \$224.47 is owing to the Tenant for the period from June 1, 2010 to June 8, 2023.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'). In particular, I have considered that this is a long-term tenancy as the Tenant has lived in the rental unit since 2010. The Tenant is an injured worker and is currently receiving WSIB benefits. The Tenant says that she originally fell into arrears due to a lengthy misunderstanding regarding the Landlord's entitlement to an above-guideline rent increase. The Tenant says those original arrears were increased due to a delay in receiving her WSIB benefits. The Tenant provided detailed testimony regarding both of these factors and I have no reason to disbelieve her.
11. The Tenant says that she now fully understands the amount of monthly rent she is required to pay and she is in regular receipt of her WSIB benefits. The Tenant has calculated her monthly income and expenses and she says she can afford a payment plan that would see her pay her rent and an additional \$200.00 each month, subject to the Landlord's right to file for an eviction order in the event of a breach.
12. The Landlord provided insufficient evidence or submissions to justify why the Tenant's suggested payment plan would not be reasonable or feasible. After considering all of the circumstances, I find that it would not be unfair to grant relief from eviction subject to the payment plan conditions the Tenant suggested and as set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$1,800.00 for arrears of rent up to June 30, 2023, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 of this order in accordance with the following schedule:
 - a) \$200.00 on or before July 15, 2023;
 - b) \$200.00 on or before August 15, 2023;
 - c) \$200.00 on or before September 15, 2023;
 - d) \$200.00 on or before October 15, 2023;
 - e) \$200.00 on or before November 15, 2023;
 - f) \$200.00 on or before December 15, 2023;
 - g) \$200.00 on or before January 15, 2024;
 - h) \$200.00 on or before February 15, 2024; and
 - i) \$200.00 on or before March 15, 2024.

3. The Tenants shall also pay to the Landlord the monthly rent in full on or before the first day of each month for the period commencing July 1, 2023, to March 31, 2024.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears or rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall immediately become due and owing and the Landlord may, without notice to the Tenant, apply to the Board 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. The Landlord must make this application no later than 30 days after the Tenant's failure to make a payment.

June 29, 2023

Date Issued

Laura Hartslief

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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2023

Rent Owing To June 30, 2023	\$6,809.17
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,195.17
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$1,800.00

2023 ONLTB 46379 (CanLII)