



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

**Citation:** Skyline Living v Danielle Rattie, 2023 ONLTB 45055

**Date:** 2023-06-19

**File Number:** LTB-L-006242-23

**In the matter of:** 210, 149 HENRY ST  
BRANTFORD ON N3S7K7

**Between:** Skyline Living Landlord

**And**

Danielle Rattie Tenant

Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Danielle Rattie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's agent, De Vinson, attended the hearing.

The hearing was scheduled to begin at 1:00pm. As of 1:30pm, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

At 2:00pm, the Tenant appeared in the hearing room saying that she had been waiting in the virtual waiting room for approximately one hour. This is simply not true as I had been monitoring the virtual hearing room, waiting room and breakout rooms constantly during the afternoon block and I checked each of these after I heard each matter. I therefore directed the Tenant to speak to Duty Counsel to discuss her options.

**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 \$1,878.77. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$61.77. This amount is calculated as follows: \$1,878.77 x 12, divided by 365 days.
5. The Tenant has paid \$4,700.00 to the Landlord since the application was filed.

6. The rent arrears owing to June 30, 2023 are \$7,817.39.
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 \$1,858.71 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 \$18.95 is owing to the Tenant for the period from May 1, 2022 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 the Landlord's request for an order requiring the Tenant to pay the outstanding arrears by way of a payment plan, subject to the Landlord's right to file an application for eviction in the event of a breach in payment. As this was the Landlord's request, I 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.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$8,003.39 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) \$1,300.00 on or before July 25, 2023;
  - b) \$1,300.00 on or before August 25, 2023;
  - c) \$1,300.00 on or before September 25, 2023;
  - d) \$1,300.00 on or before October 25, 2023;
  - e) \$1,300.00 on or before November 25, 2023;
  - f) \$1,300.00 on or before December 25, 2023; and
  - g) \$203.39 on or before January 25, 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 January 31, 2023.
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 19, 2023**  
**Date Issued**

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Laura Hartslief  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.