



Order under Section 69 Residential Tenancies Act, 2006

Citation: Greater Sudbury Housing Corporation v Stefan Bebonang, 2023 ONLTB 41615

Date: 2023-06-08

File Number: LTB-L-075238-22

In the matter of: 271, 241 SECOND AVE N
SUDBURY ON P3B4A7

Between: Greater Sudbury Housing Corporation Landlord

And

Maxine Paibomsai, Stefan Bebonang, Tenants
Stephen Bebonang and Steven Bebonang

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Maxine Paibomsai, Stefan Bebonang, Stephen Bebonang and Steven Bebonang (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 24, 2023.

Only the Landlord's Agent Rebecca Osmond attended the hearing.

As of 10:24a.m., the Tenants were 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.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,317.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$43.30. This amount is calculated as follows: \$1,317.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,685.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$8,851.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. While the Tenants did not attend the hearing the Landlord's Agent indicated that the Tenants sent the Landlord a proposed repayment plan the day before the hearing. The Landlord is not opposed to the suggested repayment plan of the Tenants.
10. 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.
11. The only modification I have made to the parties suggested repayment plan is instead of requiring the Tenants to make an arrears payment and rent on June 1, 2023 I have given them until June 15, 2023. This is to ensure they are not already in breach upon receipt of my order.

It is ordered that:

1. The Tenants shall pay to the Landlord \$9,037.00 for arrears of rent up to May 31, 2023 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 1. On or before June 15, 2023 a payment of \$200.00;
 2. On or before July 1, 2023 a payment of \$200.00;
 3. On or before August 1, 2023 a payment of \$200.00;
 4. On or before September 1, 2023 a payment of \$200.00;
 5. On or before October 1, 2023 a payment of \$200.00;
 6. On or before November 1, 2023 a payment of \$200.00;
 7. On or before December 1, 2023 a payment of \$200.00;

8. On or before January 1, 2024 a payment of \$200.00;
9. On or before February 1, 2024 a payment of \$200.00;
10. On or before March 1, 2024 a payment of \$200.00;
11. On or before April 1, 2024 a payment of \$200.00;
12. On or before May 1, 2024 a payment of \$200.00;
13. On or before June 1, 2024 a payment of \$200.00;
14. On or before July 1, 2024 a payment of \$200.00;
15. On or before August 1, 2024 a payment of \$200.00;
16. On or before September 1, 2024 a payment of \$200.00;
17. On or before October 1, 2024 a payment of \$200.00;
18. On or before November 1, 2024 a payment of \$200.00;
19. On or before December 1, 2024 a payment of \$200.00;
20. On or before January 1, 2025 a payment of \$200.00;
21. On or before February 1, 2025 a payment of \$200.00;
22. On or before March 1, 2025 a payment of \$200.00;
23. On or before April 1, 2025 a payment of \$200.00;
24. On or before May 1, 2025 a payment of \$200.00;
25. On or before June 1, 2025 a payment of \$200.00;
26. On or before July 1, 2025 a payment of \$200.00;
27. On or before August 1, 2025 a payment of \$200.00;
28. On or before September 1, 2025 a payment of \$200.00;
29. On or before October 1, 2025 a payment of \$200.00;
30. On or before November 1, 2025 a payment of \$200.00;

31. On or before December 1, 2025 a payment of \$200.00;
 32. On or before January 1, 2026 a payment of \$200.00;
 33. On or before February 1, 2026 a payment of \$200.00;
 34. On or before March 1, 2026 a payment of \$200.00;
 35. On or before April 1, 2026 a payment of \$200.00;
 36. On or before May 1, 2026 a payment of \$200.00;
 37. On or before June 1, 2026 a payment of \$200.00;
 38. On or before July 1, 2026 a payment of \$200.00;
 39. On or before August 1, 2026 a payment of \$200.00;
 40. On or before September 1, 2026 a payment of \$200.00;
 41. On or before October 1, 2026 a payment of \$200.00;
 42. On or before November 1, 2026 a payment of \$200.00;
 43. On or before December 1, 2026 a payment of \$200.00;
 44. On or before January 1, 2027 a payment of \$200.00;
 45. On or before February 1, 2027 a payment of \$200.00;
 46. On or before March 1, 2027 a final payment of \$37.00.
3. If not already paid the Tenants shall pay the rent for June 2023 on or before June 15, 2023.
 4. The Tenants 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 March 1, 2027, or until the arrears are paid in full, whichever date is earliest.
 5. If the Tenants fail 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 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and

evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2023.

June 8, 2023

Date Issued

Amanda Kovats

Member, Landlord and Tenants 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.