



Order under Section 69 Residential Tenancies Act, 2006

Citation: Saickley Enterprises Limited v Stewart Hutson, 2023 ONLTB 40146

Date: 2023-05-30

File Number: LTB-L-065584-22

In the matter of: 2-408 Elgin Street
Ottawa, ON K2P 1N3

Between: Saickley Enterprises Limited Landlord

And

Stewart Hutson Tenant

Saickley Enterprises Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Stewart Hutson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Legal Representative Nancy Cutler attended the hearing.

As of 2:01 pm, 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.

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 \$1,345.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.22. This amount is calculated as follows: \$1,345.00 x 12, divided by 365 days.
5. The Tenant has paid \$6,240.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2023 are \$10,823.18.

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.

Order Page: 1 of 2

File Number: LTB-L-065584-22

2023 ONL TB 40146 (CanLI)

Section 83 Considerations

9. The Tenant was not present however, the Landlord's Legal Representative submitted that the Landlord and the Tenant had been speaking about a payment plan whereby the Tenant would pay \$1,000.00 per month of the 15th of each month, starting June 15, 2023, until March 15, 2023, with a final payment of \$1,009.18 to be paid on or before April 15, 2023.
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.

It is ordered that:

11. The tenancy between the Landlord and the Tenant is preserved on the condition that the Tenant shall pay to the Landlord \$11,009.18 in accordance with the following schedule:
 - a) \$1,000.00 to be paid on or before the 15th of each month, starting June 15, 2023 and continuing every consecutive month until March 15, 2023.
 - b) \$1,009.18 to be paid on or before April 15, 2023.
12. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period starting June 1, 2023, to April 1, 2024, or until the arrears are paid in full, whichever date is earliest.
13. If the Tenant fails 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 Tenant, apply to the LTB within 30 days of the Tenant's breach 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 May 31, 2023.

May 30, 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.

Order Page: 2 of 2