



Order under Section 206 Residential Tenancies Act, 2006

Citation: Interrent Holdings Manager LP v Marc Lapointe, 2023 ONLTB 39161

Date: 2023-05-30 **File**
Number: LTB-L-070113-22

In the matter of: 314, 57 BAYSWATER AVE OTTAWA
ON K1Y2E8

Between: Interrent Holdings Manager LP

2023 ONLTB 39161 (CanLII)
Landlord

And

Marc Lapointe

Tenant

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Marc Lapointe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 9, 2023. The Landlord's representative, Callie Dowds, attended the hearing. As of 11:26 am, 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.

The Landlord and the Tenant filed a written agreement with the LTB on April 25, 2023, signed by both parties on April 25, 2023, to resolve the Landlord's application. The Landlord is seeking an order on the basis of this agreement.

Determinations:

1. The agreement reached by the Landlord and the Tenant resolves the Landlord's application.
2. The agreement has been signed by the Landlord and the Tenant.
3. The agreement was filed with the LTB before the hearing for the Landlord's application.
4. In the agreement, the amount to be paid by the Tenant is listed as \$5,660.48 in paragraph 1; however, the payment amounts in paragraph 2 total \$5,620.48 – a \$40.00 discrepancy. The Landlord's representative submitted that the Tenant agreed with the amount of \$5,660.48 owing; therefore, the final payment in



paragraph 2 of the payment plan agreement should be amended from \$220.48 to \$260.00 to correct the clerical error in the payment plan agreement.

5. On the basis of the payment plan agreement submitted by both parties, and the Landlord's uncontested evidence, I am satisfied that there is a mathematical clerical error of \$40.00 in the 13th payment listed in paragraph 2 of the parties' payment plan agreement. I find that the 13th payment should be listed as \$260.48 rather than \$220.48. I am satisfied that both parties agreed to the total of \$5,660.48, owed by the Tenant to the Landlord, as explicitly listed in paragraph 1 of the signed payment plan agreement.
6. Pursuant to s. 212 of the *Residential Tenancies Act, 2006* (the "Act"), I therefore find that the parties' written payment plan agreement filed with the LTB on April 25, 2023 substantially complies with the Act and is sufficient for the purpose of issuing an order pursuant to s. 206 of the Act.

Based on the parties' agreement, it is ordered that:

1. The Tenant shall pay the Landlord \$5,660.48 which includes rent arrears owing to April 30, 2023.
2. The Tenant shall pay the amount set out in paragraph 1 according to the following schedule:
 - (a) From May 15, 2023 to April 15, 2024, a payment of \$450.00 on or before the 15th day of each month; and
 - (b) May 15, 2024 \$260.48.
3. The Tenant shall also pay the Landlord the full rent on or before the first day of each month for the period from May 2023 up to and including May 2024 or until all arrears in paragraph 1 have been paid, whichever is sooner.
4. CONSEQUENCES OF BREACH: If the Tenant does not make any of the payments required in paragraphs 2 or 3 in full and on time:
 - o The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of condition set out in paragraph 2 or 3. This normally results in the LTB issuing an eviction order without a hearing being held.



OR

- The Landlord may ask the LTB to reopen the application no later than 30 days after the Tenant's breach. This will result in a hearing at the LTB.
5. Either the Landlord or the Tenant can ask the LTB to reopen the application within 30 days of date this order is issued if they believe the other party forced them to enter into the agreement, or if the other party deliberately made false or misleading misrepresentations that had a material effect on the agreement and the order issued.

May 30, 2023

Date Issued

Frank Ebner

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 1-888-3323234.