



Order under Section 69 Residential Tenancies Act, 2006

Citation: Danton Place Apartments c/o Gossner & Hornar Management LTD v Margo Richter,
2023 ONLTB 41008

Date: 2023-05-26

File Number: LTB-L-062308-22

2023 ONLTB 41008 (CanLII)

In the matter of: 1108, 1299 DANFORTH RD
SCARBOROUGH ON M1J1G6

Between: Danton Place Apartments c/o Gossner & Hornar Management LTD Landlord

And

Margo Richter and Nicholas Richter Tenants

Danton Place Apartments c/o Gossner & Hornar Management LTD (the 'Landlord') applied for an order to terminate the tenancy and evict Margo Richter and Nicholas Richter (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 27, 2023. The Landlord's legal representative, B. Rubin, and the Tenant, N. Richter (NR), attended the hearing. NR stated he was appearing on behalf of M. Richter (MR).

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 \$1,022.68. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$33.62. This amount is calculated as follows: \$1,022.68 x 12, divided by 365 days.
5. The Tenants has paid \$4,500.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$10,217.97.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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8. The Landlord collected a rent deposit of \$1,000.00 from the Tenants 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 \$151.89 is owing to the Tenants for the period from February 1, 2014 to April 27, 2023.
10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants 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. NR testified that he lost his job during COVID-19. He has mental health issues that he now receives treatment for. He is back to work part time. He also stated that MR is bedridden. He testified to the Tenants' income and expenses. He presented a repayment plan whereby he would pay \$1,000.00 on the first of the month until the arrears are paid in full.
12. The Landlord objected to the repayment plan. The Landlord had no knowledge of the Tenants' circumstances, and it would be unfair to impose the plan when the Tenants have not made any good faith attempts to pay rent although it appears they have the means to pay.
13. In consideration of the Tenants' health, I find it would not be unfair to grant relief subject to the conditions set out in this order. NR's testimony regarding their income and expenses demonstrates that the Tenants can adhere to the proposed payment plan. I also find that the duration of the payment plan is reasonable in the circumstances.

It is ordered that:

1. The Tenants shall pay to the Landlord \$10,403.97, which represents the arrears of rent and the application filing fee outstanding for the period ending April 30, 2023.
2. The Landlord's application for eviction of the Tenants is denied on the condition that:

- (a) The Tenants shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
June 1, 2023	\$1,000.00 (costs and arrears)
July 1, 2023	\$1,000.00 (arrears)
August 1, 2023	\$1,000.00 (arrears)
September 1, 2023	\$1,000.00 (arrears)
October 1, 2023	\$1,000.00 (arrears)

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November 1, 2023	\$1,000.00 (arrears)
December 1, 2023	\$1,000.00 (arrears)
January 1, 2024	\$1,000.00 (arrears)
February 1, 2024	\$1,000.00 (arrears)
March 1, 2024	\$1,000.00 (arrears)
April 1, 2024	\$403.97 (arrears)

- (b) If the Tenants have not yet paid May 2023 rent, the Tenants shall pay the lawful monthly rent for May 2023 on or before May 31, 2023.
- (c) Commencing June 1, 2023, the Tenants shall also pay the Landlord the lawful rent in full, on or before the first day of each corresponding month for which the Tenants are in the arrears described in paragraph 1.
3. If the Tenants fail to make any of the payments in accordance with paragraph 2, and by the dates required, then:
- (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants,

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 a condition set out in paragraph 2 of this order.

- (b) The balance owing under paragraph 1 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the postjudgment interest rate determined under subsection 207(7) of the Act.

May 26, 2023
Date Issued

Camille Tancioco
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.