



Order under Subsection 87(1) Residential Tenancies Act, 2006

Citation: 13011666 Canada Inc. v Emily Robidoux, 2023 ONLTB 37701

Date: 2023-05-26

File Number: LTB-L-011889-23

In the matter of: Unit 6, 581 Phillip Street East
Gravenhurst ON P1P1M3

Between: 13011666 Canada Inc.

Landlord

And

Emily Robidoux

Tenant

13011666 Canada Inc. (the 'Landlord') applied for an order requiring Emily Robidoux (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on April 12, 2023.

The Landlord's agent, Minna Hu ('MH'), the Landlord's legal representatives, Inna Feshtchenko and Dominique Pangilinam, and the Tenant attended the hearing. Tenant Duty Counsel, Lockhart Fulton ('LF'), also attended the hearing and made submissions on behalf of the Tenant.

Determinations:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The Tenant did not pay the total rent they were required to pay for the period from November 1, 2022 to April 30, 2023.
3. The lawful rent is \$1,250.00. It is due on the 1st day of each month.
4. The Tenant has not made any payments since the application was filed.
5. The parties agreed the rent arrears owing to April 30, 2023 are \$7,208.33.
6. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord sought an order requiring the Tenant to pay the rent arrears and the costs of filing the application with interest to accrue if the amount due is not paid within three months. The Tenant requested an order implementing a payment plan, and requiring her to pay the Landlord a total of \$1,700.00 per month, made up of \$1,250.00 for the rent and \$450.00 for the rent arrears until the rent arrears are paid in full. The Tenant stated that this is all that she is capable of paying.
8. The Tenant was an employee of the Landlord, and the rent for the rental unit was originally deducted from her paycheque. After the Tenant's employment ended in or about October

2022, she did not pay further rent. The Tenant stated that she did want to pay rent, and her non-payment was due to the fact that she did not know how to pay her rent after her employment ended. She stated that she reached out to the landlord to ask how to pay, but the Landlord did not respond. The Tenant later stated that she did not have the money to pay the full rent when she reached out to the Landlord. The Tenant stated that she was out of work for about three weeks after her employment with the landlord ended, but began working full time in mid-November 2022.

9. MH stated that the Tenant does know how to pay rent, because she has sent utility payments to the Landlord. MH stated the Tenant has not attempted to pay the rent since her employment ended.
10. This is not an application to end the tenancy, it is an application seeking only an order for arrears of rent. A payment plan is not practical in these circumstances. The parties agree to the amount owed and the Landlord is entitled to an order for payment of that amount. I accept that the Tenant sincerely wants to repay the rent arrears and I find that it is fair and reasonable in the circumstances to give the Tenant some time to pay all or part of the arrears owing before interest will start to accrue.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,409.33. This amount includes rent arrears owing up to April 30, 2023 and the cost of filing the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2023 at 6.00% annually on the balance outstanding.

May 26, 2023
Date Issued

Mark Melchers
Member, Landlord and Tenant Board

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