



Order under Section 69 Residential Tenancies Act, 2006

Citation: Windsor Essex Community Housing Corporation v Peter Leyden, 2023 ONLTB 39722

Date: 2023-05-24

File Number: LTB-L-071115-22

In the matter of: 220, 165 TALBOT ST E
LEAMINGTON ON N8H4K1

Between: Windsor Essex Community Housing Corporation Landlord

And

Peter Leyden Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Peter Leyden (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 10, 2023.

Only the Landlord's legal representative, Cameron Parrott ('CP'), attended the hearing.

As of 1:40 p.m., 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 \$518.00. It is due on the 1st day of each month.
4. The Tenant has paid \$2,372.00 to the Landlord since the application was filed.
5. The rent arrears owing to May 31, 2023 are \$13,059.00.

6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. CP stated that the Landlord sent a letter to the Tenant suggesting that a payment plan be arranged. He said that two days before the hearing, the Tenant responded, and the parties were agreeable to a conditional payment plan whereby the Tenant would pay an additional \$400.00 by the 15th day of each month, beginning on June 15, 2023, until the rent arrears are paid in full. CP said the parties also agreed that the Tenant will also pay his rent by the first day of each month for the duration of the payment plan. All payments will be subject to section 78 of the Act.
8. While the Tenant was not present to acknowledge his agreement to this payment plan, I find it reasonable to implement this payment plan based on the Landlord's uncontested evidence, as requested by CP.
9. 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:

1. The Tenant shall pay to the Landlord \$13,245.00 for arrears of rent up to May 31, 2023 and the Landlord's costs of filing this application.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
June 15, 2023	\$400.00 (costs and arrears)
July 15, 2023	\$400.00 (arrears)
August 15, 2023	\$400.00 (arrears)
September 15, 2023	\$400.00 (arrears)
October 15, 2023	\$400.00 (arrears)
November 15, 2023	\$400.00 (arrears)
December 15, 2023	\$400.00 (arrears)

January 15, 2024	\$400.00 (arrears)
February 15, 2024	\$400.00 (arrears)
March 15, 2024	\$400.00 (arrears)
April 15, 2024	\$400.00 (arrears)

May 15, 2024	\$400.00 (arrears)
June 15, 2024	\$400.00 (arrears)
July 15, 2024	\$400.00 (arrears)
August 15, 2024	\$400.00 (arrears)
September 15, 2024	\$400.00 (arrears)
October 15, 2024	\$400.00 (arrears)
November 15, 2024	\$400.00 (arrears)
December 15, 2024	\$400.00 (arrears)
January 15, 2025	\$400.00 (arrears)
February 15, 2025	\$400.00 (arrears)
March 15, 2025	\$400.00 (arrears)
April 15, 2025	\$400.00 (arrears)
May 15, 2025	\$400.00 (arrears)

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June 15, 2025	\$400.00 (arrears)
July 15, 2025	\$400.00 (arrears)
August 15, 2025	\$400.00 (arrears)
September 15, 2025	\$400.00 (arrears)
October 15, 2025	\$400.00 (arrears)
November 15, 2025	\$400.00 (arrears)
December 15, 2025	\$400.00 (arrears)
January 15, 2026	\$400.00 (arrears)
February 15, 2026	\$400.00 (arrears)
March 15, 2026	\$45.00 (arrears)

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- 3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from June 1, 2023 to March 31, 2026, or until the arrears are paid in full, whichever date is earliest.
- 4. 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 24, 2023
Date Issued

Mark Melchers
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.