



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lynda Cawley v Cole George, 2023 ONLTB 35533

Date: 2023-05-10

File Number: LTB-L-005596-23

In the matter of: 204 Queen Street
Sarnia Ontario N7T3R7

Between: Lynda Cawley Landlord

And

Cole George Tenant

Lynda Cawley (the 'Landlord') applied for an order to terminate the tenancy and evict Cole George (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 24, 2023.

The Landlord's Legal Representative, Patricia Duwyn, and the Tenant attended the hearing. The Tenant's mother spoke on behalf of the attend.

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 \$1,366.20. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.92. This amount is calculated as follows: \$1,366.20 x 12, divided by 365 days.
5. The Tenant has paid \$3,651.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$5,786.00.

7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,366.20 from the Tenant 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 \$48.68 is owing to the Tenant for the period from May 15, 2021 to April 24, 2023.
10. The Landlord's Legal Representative submitted that the Landlord is seeking the standard 11-day voidable order; the Landlord has reached out to the Tenant and his social worker with no success, plus the portable housing benefit has stopped since July 2022.
11. The Tenant's mother testified on behalf of the Tenant. The Tenant does not dispute the amount of arrears owing. He is a single father of two children ages 2 and 3 years old; he needs to save his tenancy. She was not aware until today about the portable housing benefit and will help the Tenant resolve this as well as looking into any other emergency funding available; the Tenant can pay \$500.00 per month towards the arrears starting May 15, 2023, can pay May's rent on May 15, 2023, and future rent on the first.
12. 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. I consider the Tenant's repayment plan; it gives him a chance to preserve the tenancy while minimizing prejudice to the Landlord with the breach clause.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6087.00 for arrears of rent up to April 30, 2023 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$1,866.20 on or before May 15, 2023; consisting of May rent (\$1,366.20) and arrears \$500.00.
 - b) \$500.00 towards the arrears each month for the period June 15, 2023 through March 15, 2024.
 - c) The final arrears payment of \$587.00 on April 15, 2024.

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 June 1, 2023 to April 1, 2024, 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 April 30, 2023.

May 10, 2023

Date Issued

Diane Wade

Member, Landlord and Tenant Board

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

