



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Homestead Land Holdings Limited v Sunita Sukraj, 2023 ONLTB 34412

Date: 2023-05-05

File Number: LTB-L-012349-22

In the matter of: 1414, 33 FALBY CRT AJAX
ON L1S3R3

Between: Homestead Land Holdings Limited Landlord

And

Sunita Sukraj Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Sunita Sukraj (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 Representative, Anne Thibert and the Tenant attended the hearing.

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 \$2,157.76. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.94. This amount is calculated as follows: \$2,157.76 x 12, divided by 365 days.
5. The Tenant has paid \$7,157.76 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$25,862.79.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,043.61 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 \$33.03 is owing to the Tenant for the period from September 1, 2022 to April 24, 2023.

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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 Landlords attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has returned to work and received employment income. The Tenant proposed a payment plan which the Landlord accepted.

It is ordered that:

1. The Tenant shall pay to the Landlord \$26,048.79, which represents the arrears of rent (\$25,862.79) and costs (\$186.00) outstanding for the period ending April 30, 2023.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
 - (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:
 - (b) \$1,500.00 (arrears) on or before the 20th day of each month, for a period of 17 months, starting May 20, 2023 to September 20, 2024; and
 - (c) \$548.79 (balance of arrears) on or before October 20, 2024.
 - (d) The Tenant shall also pay the Landlord the rent for the months of May 2023 up to and including October 2024 in full, on or before the first day of each corresponding month or until the balance of arrears is paid.
3. If the Tenant fails 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 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 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 post-judgment interest rate determined under subsection 207(7) of the Act.

May 5, 2023

Date Issued

Sandra Macchione

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.

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