



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

**Citation:** Scheffler v Morgan, 2023 ONLTB 34023

**Date:** 2023-05-03

**File Number:** LTB-L-052096-22

**In the matter of:** Upper unit, 17 Robinson Ave. Scarborough  
ON M1L3S8

**Between:** Barbara Scheffler Landlords  
Michael Robert Harms

**And**

Jeffrey Morgan Tenant

Barbara Scheffler and Michael Robert Harms (the 'Landlords') applied for an order to terminate the tenancy and evict Jeffrey Morgan (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 29, 2023. The Landlords and the Tenant attended the hearing.

**Determinations:**

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Nonpayment 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 \$1,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,880.00 to the Landlords since the application was filed.
6. The parties agree that the rent arrears and costs owing to March 31, 2023 are \$13,326.00.

7. The Landlord collected a rent deposit of \$1,100.00 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.
8. 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.

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9. The Tenant stated that he wanted to remain in the rental unit and proposed a plan which would essentially make the Landlord whole in 7 months. During the hearing, I canvassed the Tenant with respect to his finances to ascertain whether the payment plan was feasible- it was clear based on the Tenant's evidence that it was.
10. The Landlord opposed the plan and said that based on the Tenant's failure to honour past promises and delinquent payment history they did not believe that the Tenant would adhere to the payment plan.
11. I accept that the Landlord may have little confidence in the Tenant's commitment to pay back the arrears they owe. However, this is an application about non-payment of rent. I have good evidence that the Tenant has the financial ability to make them whole within 7 months, I find this time reasonable given the circumstances.
12. However, to alleviate any immediate prejudice to the Landlord- at the conclusion of the hearing I informed the Tenant that he needed to pay the full monthly rent to the Landlord April 1, 2023. If he did, I would grant his payment plan. If he failed to do so I would issue a "standard order".
13. On April 3, 2023 the Board's records indicate that the Landlords submitted a post hearing submission indicating that the Tenant paid the monthly rent. As such, the Tenant's payment plan is ordered below.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$12,126.00 for arrears of rent up to May 31, 2023 and costs (less any payments made by the Tenant).
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - a) The Tenant shall pay May 2023 rent and \$2,000.00 towards the arrears no later than May 12, 2023.

- b) Commencing June 1, 2023, the Tenant shall pay \$2,000.00 on or before the 1st day of each month, until October 1, 2023 (5 Months).
- c) The Tenant shall pay \$126.00 on or before November 1, 2023.
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 November 1, 2023, 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 **File Number: LTB-L-052096-22**

evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2023

**May 3, 2023**

**Date Issued**

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Curtis Begg

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.