



**Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006**

**Citation:** Gill v Randles, 2023 ONLTB 34094

**Date:** 2023-05-02 **File Number:**  
LTB-L-038473-22-RV

**In the matter of:** MAIN FLOOR, 687 UPPER JAMES ST  
HAMILTON ON L9C2Z4

**Between:** Samson Gill Landlord

**And**

Ian Burroughs Tenants  
Krystal Randles

**Review Order**

Samson Gill (the 'Landlord') applied for an order to terminate the tenancy and evict Ian Burroughs and Krystal Randles (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was resolved by order LTB-L-038473-22 issued on February 28, 2023.

On March 17, 2023, the Landlord requested a review of the order.

On March 20, 2023, interim order LTB-L-038473-22-RV-IN was issued.

This application was heard in by videoconference on April 11, 2023. The Landlord and the Tenants attended the hearing. The Tenants spoke with Tenant Duty Counsel on the hearing date.

**Determinations:**

Review Request - Granted

1. The Landlord did not attend the original hearing on February 15, 2023. The Tenants did attend the hearing. Since the Landlord did not attend the hearing, the Board determined that the Landlord had abandoned their application.

2. At the review hearing and as part of the Landlords submissions in their request to review, the Landlord was unable to effectively log in for the videoconference hearing on February 15, 2023 because they did not understand how to use the log in information to sign in.
3. I am satisfied that the Landlord was unable to participate in the hearing on the basis that they did not understand how to sign into the hearing. Therefore, the Landlords request to review the order is granted.

**File Number:** LTB-L-038473-22-RV

### L1 Application

4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Nonpayment of Rent (N4 Notice). The Tenants 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$2,050.00. It is due on the 1st day of each month.
7. The Landlord claimed in their application that the rent increased to \$2,075.00 on June 1, 2022, however, the Landlord did not serve the Tenants with an N1 notice of rent increase as required by section 116 of the *Residential Tenancies Act, 2006* (the 'Act') and therefore I find that the lawful rent is \$2,050.00.
8. Based on the Monthly rent, the daily rent/compensation is \$67.40. This amount is calculated as follows: \$2,050.00 x 12, divided by 365 days.
9. The Tenant has paid \$1,350.00 to the Landlord since the application was filed.
10. The rent arrears owing to April 30, 2023 are \$23,825.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. The Tenants did not dispute the amount of arrears. The lost work as a result of Covid and have just started back to their landscaping contracting job. They have only been receiving WSIB due to an injury at work. They requested a payment plan that would gradually increase over time in order to preserve the tenancy because they have a teenager at home in school and large pets. The Tenants had been paying debt down and are now in the clear of their debt and can make regular payments to the Landlord.
14. The Landlord was opposed to the request on the basis that they have become financially strained by the Tenants failure to pay and they have bills and mortgages that they need to pay and they require the outstanding amount to be paid. The Landlord also recently suffered the loss of his spouse and has had difficulty with the loss and making ends meet.

15. I do not find the Tenants payment plan proposal unreasonable under the circumstances. The ongoing rent payments and the payments by the Tenants to the Landlord would be coming shortly after the hearing. The first payment proposed by the Tenants as being \$700.00 by April 18<sup>th</sup> and then subsequent months to be paid by the first after May and then increasing to rent plus \$1,000.00 on the first starting in July.
16. At the hearing, I rendered my decision that I would be granting the Tenants payment plan so that they could provide the Landlord the proposed funds before my order is issued.
17. 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.

**File Number:** LTB-L-038473-22-RV

**It is ordered that:**

1. The request to review order LTB-L-038473-22 issued on February 28, 2023 is granted. The order is cancelled and replaced with the following order.
2. The interim order issued on March 20, 2023 is cancelled and replaced with the following order.
3. The Landlords application for termination of the tenancy is denied on the condition that the Tenants make the following payments to the Landlord under the following terms.
4. The Tenants shall pay to the Landlord \$24,011.00, which includes rent arrears for the period ending April 30, 2023 plus costs.
5. The Tenants shall make the payments to the Landlord under paragraph 4 as follows:
  - a) \$700.00 on or by April 18, 2023;
  - b) May rent on or by May 2, 2023;
  - c) \$500.00 on or by May 2, 2023;
  - d) \$750.00 on or by June 1, 2023;
  - e) \$1,000.00 on or by July 1, 2023 and thereafter on the first day of each month in addition to the monthly until the balance of arrears are paid in full (21 months total) up to and including to March 1, 2025;
  - f) \$1,061.00 on or before April 1, 2025; and

6. The Tenants shall also pay to the Landlord the lawful monthly rent on or by the first day of each corresponding month starting June 1, 2023 and continuing to April 1, 2025, or until the arrears are paid in full, whichever is earliest.
7. If the Tenants fail 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 Tenants to the Landlord pursuant to paragraph 4 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenant spay any new arrears, NSF fees and related charges that became owing after April 30, 2023.

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Terri van Huisstede  
Member, Landlord and Tenant Board

**Date Issued**  
**May 2, 2023**

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.