



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

**Citation:** Homestead Land Holdings Limited v Augustino Alfano, 2023 ONLTB 34672

**Date:** 2023-04-28

**File Number:** LTB-L-058669-22

**In the matter of:** 805, 2001 CARLING AVE OTTAWA  
ON K2A3W5

**Between:** Homestead Land Holdings Limited Landlord

**And**

Augustino Alfano and Tracy Shaver Tenant

Homestead Land Holdings Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Augustino Alfano and Tracy Shaver (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 25, 2023.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Lee Anne Thibert.

### **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 \$1,152.11. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$37.88. This amount is calculated as follows: \$1,152.11 x 12, divided by 365 days.
5. The Tenant has paid \$1,806.27 to the Landlord since the application was filed.

6. The rent arrears owing to April 30, 2023 are \$7,849.51.
7. The Landlord seeks a standard, voidable order with an extended eviction date of May 31, 2023.

#### Tenant's Request for Relief

8. The Tenant does not dispute the arrears as claimed by the Landlord.

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9. The Tenant testified that the reason they fell into arrears was due to a temporary separation between the parties at the end of July 2022. As the first-named Tenant was on his own at the rental unit, he could not afford to pay the full rent as he is on disability and unable to work. Further, the second-named Tenant lost her employment which resulted in further financial stress.
10. However, since then, the Tenants are back to living together and the second-named Tenant has taken up two jobs.
11. The Tenants seek to preserve their tenancy and propose a repayment plan whereby they would pay the rent on time and an additional \$500.00 each month for the next 17 months until the balance is paid in full.
12. The Tenants submit they have lived in the rental unit since September 2018 with their two cats. The Tenants further submit that moving out is not an option for them right now as the first-named Tenant has fragile health with a recent amputation.
13. The Tenants also submit that there may be a possibility for their entire arrears balance to be covered by the City based on their conversation with Tenant Duty Counsel on the hearing day.
14. The Landlord opposes the Tenants' request for an extensive repayment plan as the arrears are significant, the Tenants have barely made any payments towards the arrears and this is not the first time the Tenants have fallen into arrears since their tenancy began.

#### ANALYSIS

15. Based on the evidence before the Board, I find the arrears and costs owing to April 30, 2023 total \$8,035.51. This is undisputed by the parties.
16. With respect to the Tenants' request for relief, given the length of this tenancy, the Tenants' personal circumstances and the amount of debt owing to the Landlord, I find that it would not be unfair to grant relief from eviction and provide the Tenants with a final opportunity to repay the debt they owe to the Landlord and for the Landlord to collect the debt owed to them.

17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,175.92 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.
19. Interest on the rent deposit, in the amount of \$19.09 is owing to the Tenant for the period from September 1, 2022 to April 25, 2023.
20. 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 Landlord attempted to negotiate a repayment agreement with the Tenant 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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21. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The arrears and costs owing to April 30, 2023 total \$8,035.51.
2. The Tenants shall pay to the Landlord \$8,035.51 as follows:
  - a) \$500.00 on or before May 10, 2023;
  - b) \$500.00 on or before June 1, 2023;
  - c) \$500.00 on or before July 1, 2023;
  - d) \$500.00 on or before August 1, 2023;
  - e) \$500.00 on or before September 1, 2023;
  - f) \$500.00 on or before October 1, 2023;
  - g) \$500.00 on or before November 1, 2023;
  - h) \$500.00 on or before December 1, 2023;
  - i) \$500.00 on or before January 1, 2024;
  - j) \$500.00 on or before February 1, 2024;
  - k) \$500.00 on or before March 1, 2024;
  - l) \$500.00 on or before April 1, 2024;
  - m) \$500.00 on or before May 1, 2024;
  - n) \$500.00 on or before June 1, 2024;
  - o) \$500.00 on or before July 1, 2024; and
  - p) \$535.51 on or before August 1, 2024.

3. The Tenants shall also pay to the Landlord the lawful monthly rent as it comes due in full and no later than the first day of each month for the period May 2023 to August 2024, or until the arrears are paid in full.
4. If the Tenants fail to make any one of the payments in accordance with this order, the Landlord may, without notice to the Tenants and within 30 days of the breach, apply to the Board pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after April 30, 2023.

**April 28, 2023**

**Date Issued**

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Sonia Anwar-Ali

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.