



Order under Section 69 Residential Tenancies Act, 2006

Citation: Capreit Limited Partnership v Natasha Jackson, 2023 ONLTB 35017

Date: 2023-04-27

File Number: LTB-L-055987-22

In the matter of: 704, 3 KNIGHTSBRIDGE RD
BRAMPTON ON L6T3X3

Between: Capreit Limited Partnership Landlord

And

Natasha Jackson Tenant

Capreit Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Jackson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 24, 2023 at 1:00 pm.

The Landlord, represented by Nidhi Sharma, a licensed Paralegal, and the Tenant, self-represented, 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 \$1,720.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.56. This amount is calculated as follows: \$1,720.40 x 12, divided by 365 days.
5. The Tenant has paid \$6,444.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 30, 2023 are \$7,146.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,332.00 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) Commencing on the 20th day of May 2023, and on the 20th day of each month for the following 19 months, June 2023 to December 2024, the Tenant shall pay to the Landlord the sum of \$350.00 which shall be applied to outstanding rental arrears.
 - b) On or before January 20th, 2025, the Tenant shall pay to the Landlord the sum of \$332.00 in full and final settlement of all rental arrears claimed in this application.
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 May 1, 2023, to January 1, 2025, 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 4, 2023
Date Issued

Peter Pavlovic
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 9, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.