



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

**Citation:** Oxford Properties Group v Wint, 2023 ONLTB 31358

**Date:** 2023-04-19

**File Number:** LTB-L-045486-22

**In the matter of:** 1616, 430 MCMURCHY AVE S BRAMPTON  
ON L6Y2N4

**Between:** Oxford Properties Group Landlord

**And**

Andre Wint and Camille Wint-Smith Tenants

Oxford Properties Group (the 'Landlord') applied for an order to terminate the tenancy and evict Andre Wint and Camille Wint-Smith (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 13, 2023.

The Landlord's Representative Faith McGregor and the Tenant Camille Wint-Smith ('C.W') attended the hearing.

**Determinations:**

1. 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,841.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.53. This amount is calculated as follows: \$1,841.00 x 12, divided by 365 days.
5. The Tenants have paid \$14,800.00 to the Landlord since the application was filed.

6. At the time of the hearing the rent arrears owing to March 31, 2023 were \$6,504.00. At the hearing the Tenant C.W indicated she could pay \$3,500.00 to the Landlord by March 31, 2023 to demonstrate that she could abide by a payment plan. In post hearing submissions on April 3, 2023 the Landlord indicated that the \$3,500 payment was made by the Tenants. As such the rent arrears owing to March 31, 2023 3,400.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant C.W requested relief from eviction in the form of a payment plan. The Tenant testified that the Tenants could pay \$1,000.00 towards the arrears each month. The Tenant C.W testified that her husband has been out of work due to complications with his type 1 diabetes. The Tenant C.W testified that that he returned to work two weeks before the hearing. The Tenant testified that the household income is approximately \$5,000.00. The additional household expenses include car payments, phone bill, utilities, credit card and payday loan debt.
9. The Landlord is opposed to a payment plan because they do not think the Tenants will abide by it. The Landlord submitted that the Tenants are only left with approximately \$1,355.00 a month after they pay rent and cover their other expenses. If the Tenants pay \$1,000.00 towards the arrears each month, they will only have \$355.00 left for things like groceries. The Landlord submits that is not sustainable. The Tenant C.W testified that she is confident she can make it work, and states that she has family support that can provide some assistance, and she has reached out to social supports for help with the rent arrears.
10. 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. The Tenants demonstrated an ability to abide by a payment plan by making the \$3,500.00 payment they promised at the hearing. Additionally, while the Tenants budget is tight, I am satisfied on a balance of probabilities that they can afford \$1,000.00 a month towards the arrears. Additionally, the proposed payment plan involves all the arrears being paid off by August 2023 which is not an unreasonable length of time.

**It is ordered that:**

1. The Tenants shall pay to the Landlord \$3,190.00 for arrears of rent up to March 31, 2023 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  1. On or before May 15, 2023 a payment of \$1,000.00;

2. On or before June 15, 2023 a payment of \$1,000.00;
  3. On or before July 15, 2023 a payment of \$1,000.00;
  4. On or before August 15, 2023 a final payment of \$190.00.
3. If the Tenants have not already paid the full monthly rent to the Landlord for April 2023, it shall be paid on or before April 30, 2023.
  4. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 2023 to August 2023, or until the arrears are paid in full, whichever date is earliest.
  5. 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 1 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 Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2023.

**April 19, 2023**

**Date Issued**

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Amanda Kovats

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.